

AGREEMENT FOR SERVICES

This Agreement for Services (the **"Agreement"**) is effective the 17th day of July, 2023 (the "Effective Date"), between Laramie County (hereinafter referred to as **"Client"**) and EBenefits Solutions, LLC., (hereinafter referred to as **"Company"**).

Whereas, Company is engaged in providing certain software solutions and related administrative services for employers providing benefits to their employees;

Whereas, Client desires to engage a company that can provide software solutions for employee benefits enrollment and administration; and

Whereas Client has requested and Company has agreed to make available the use of certain software and to provide certain administrative services on the terms and conditions set forth below and in the attached appendices and schedules, on a non-exclusive basis.

Now, therefore, in consideration of the foregoing recitals, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Subject to the attached General Terms and Conditions, all schedules, and any other appendices or documents attached to this Agreement, which are hereby incorporated by reference and made a part of this Agreement, Company shall provide Client the Services described in this Agreement.
2. Any and all notices, requests, demands, or other communications from a Party which relate to the other Party's failure to perform, or which otherwise affect either Party's rights under this Agreement will be deemed properly given when furnished by receipted hand-delivery to the other Party, delivered by a receipted express courier or overnight delivery service, or delivered by the U.S. Postal Service (postage prepaid, certified mail, return receipt requested). Sender will address all notices, requests, demands, or other communications to the recipient at the address below. A Party may change its address for notice hereunder by giving written notice to the other Party.

If to Client, the communication will be sent as follows:

Laramie County
310 West 19th Street
P.O. Box 608
Cheyenne, WY 82003-0608

Attn: Heather Rudy, HR

If to Company, the communication will be sent as follows:

EBenefits Solutions
US Steel Tower, 7th Floor
600 Grant Street
Pittsburgh, PA 15219

Attention: Kismet Toksu, President

With a copy to:


EBenefits Solutions
Attn: Chief Legal Officer
600 Grant Street, 55th Floor
Pittsburgh, PA 15219

- 3. In the event of any conflict between any provision of this Agreement, the attached General Terms and Conditions and/or any appendix or schedule (other than the Business Associate Agreement), the provisions of the General Terms and Conditions shall control. The foregoing notwithstanding, in the event of a conflict between the Business Associate Agreement attached as Schedule 1 and this Agreement, the General Terms and Conditions, or any appendix or schedule, the Business Associate Agreement shall control.

In Witness Whereof, and intending to be legally bound, Company and Client have each caused this Agreement to be executed by its duly authorized representative.

EBenefits Solutions, LLC. By: _____ Name: <u>Kismet Toksu</u> Title: <u>President</u> Date: <u>6/26/2024</u>	Laramie County By: _____ Name: _____ Title: _____ Date: _____
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RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY

 6-26-24

General Terms and Conditions

These General Terms and Conditions shall apply to the System and all Services provided pursuant to the Agreement. In consideration of the mutual undertakings contained in the Agreement, these General Terms and Conditions, the schedules, and any other appendices to the Agreement, the Parties agree as follows:

ARTICLE 1: DEFINITIONS.

All capitalized terms shall have the meaning set forth in the Agreement, unless otherwise defined herein.

ACA means the Affordable Care Act, as amended.

Agreement means the Agreement for Services to which these General Terms and Conditions are attached, these General Terms and Conditions, all other appendices and schedules to the Agreement, and all documents incorporated by reference herein. The foregoing together shall constitute the Agreement.

Application(s) means Company's proprietary software application(s) and/or Third Party Software provided to Client pursuant this Agreement, as specified in the schedules and as may have been configured for Client's use (subject to applicable customization fees), as well as all Documentation provided to Client.

Carrier or Carriers means one or more insurance carriers, health benefit providers, disease management providers, HRIS/payroll vendors, and other third parties to whom Client or Employer authorizes Company or its Vendor to either provide Client Data or grant access to Client Data.

Change Order is the required documentation of any change to the Requirements Document or the Services which is valid only when accepted and agreed to by Company and Client as evidenced by their signatures thereon.

Client means the entity identified as the Client in this Agreement.

Client Data means all information and data provided, inputted, or otherwise submitted either by or on behalf of Client, an Employer, or a Covered Employee through the use of the Services.

Client Elements means Client's or an Employer's trade names, trademarks, service marks, logos, slogans, and trade dress, and all intellectual property rights relating thereto.

Client Site means, individually and collectively, the Client or Employer website(s) located through the URL(s) to be provided to Company or its Vendor by Client.

COBRA means the Consolidated Omnibus Budget Reconciliation Act of 1985 (26 U.S.C. Section 4980B; and 29 U.S.C. Section 1161 et seq.), as amended.

Company means EBenefits Solutions, LLC and its successors and assigns.

Confidential Information means any and all proprietary or confidential business information related to the disclosing party ("Disclosing Party"), or its operations, employees, services, vendors, suppliers, licensors, or customers. Confidential Information includes, but is not limited to, technical information or know-how, information about product plans and strategies, promotions, customers, software, papers and statements, research and development activities, performance or process data, drawings, trade secrets and trade dress, trend analysis, and information regarding operating procedures, pricing methods, cost, marketing strategies, marketing or business plans, strategic plans, employee, agent and independent contractor information, customer relations, future plans, methods of doing business, other items that are considered proprietary and confidential, and related technical, financial, or business information which the Disclosing Party considers to be confidential information of the Disclosing Party or its suppliers or licensors. Without limiting the foregoing, Company's proprietary or licensed Intellectual Property, the Services, all user names and passwords, and any Documentation, collateral materials, operating instructions, and information related to system performance provided by Company or its Vendor shall be considered Confidential Information of Company. Client Data and the Client Elements shall be Confidential Information of Client and shall be handled in accordance with the terms herein, including but not limited to the Business Associate Agreement.

Covered Employee means any individual who is eligible to participate in employee benefit program(s) offered by the Client or Employer and who has been specifically authorized by the Client or Employer to have access to the System by virtue of their status as a prospective employee; an active employee; an employee on a Leave of Absence; a former employee; an eligible student; and any eligible dependent who is also eligible to participate in employee benefit program(s) offered by Client or Employer.

Documentation means all documentation regarding the Services, including but not limited to descriptions of the features and functionality of the Application, user instructions, release notes, manuals, processes, procedures, implementation plans, system-build documents, and such other documents as Company or its Vendor may create for or provide to Client, all as updated from time to time.

Employer means a sponsor of a group health plan that is an active customer of Client and that has executed Schedule 1 (Business Associate Agreement) and Appendix A (Terms and Conditions for Employers).

ERISA means the Employment Retirement Income Security Act (29 U.S.C. §1001, et. Seq.), as amended, including any related regulations.

Go Live Release Date means the date on which Client or Employer census data is available for use in a production environment and Client or Employer and its employees have access to the System.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, including the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and its implementing regulations, as amended.

Intellectual Property means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patent rights, copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, template, software, source code, algorithms, the generated features of the structure, sequence and organization of software, user interfaces and screen designs, general purposes consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Company has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, create, employ, provide, modify, acquire or otherwise obtain rights in.

Party means either Company or Client, and Parties means Company and Client.

Payment Schedule means any schedule of payments set forth in one or more schedules attached to this Agreement.

Plan means any health, welfare, or employee benefit administered by Company for Client or Employer under this Agreement.

Portal means the website or web-based application through which the Services are provided and through which Client or Employer and Covered Employees will provide Client Data.

Requirements Document means the document(s) listing the specifications and requirements of the Services, including the manner in which the Services will be provided, as such document(s) may be amended or supplemented from time to time as documented in a Change Order. The Requirements Document will be prepared by Company or its Vendor after reviewing the Plans and consulting with Client. The Requirements Document or portions thereof will be submitted to Client or Employer for approval. Upon approval, the Requirements Document will be incorporated by reference into this Agreement. Neither Company nor its Vendor shall have any obligation to perform under the Requirements Document until it is approved by Client or Employer.

Services means collectively the System and the services to be provided under the Agreement, as described in one or more schedules attached to this Agreement and designated to be provided by Company, including any affiliate of Company, or by Company's Vendor.

System means, collectively, the Application, the Portal, and the Third Party Components.

Term means the term of the Agreement, as specified in these General Terms and Conditions.

Third Party Components means the (i) Third-Party Equipment, Third Party Software, and Services; or (ii) items within the public domain used by Company in providing the Services under the Agreement.

Third Party Equipment means any computer hardware or other equipment that Company utilizes or permits a Client to utilize, in the performance of the Services.

Third Party Software means any software that Company licenses from an entity that is not a party to the Agreement and which Company utilizes, permits Client to utilize, and/or sublicenses to Client.

Users means Client or Employer as well as Covered Employees, Students enrolled in a Student Health Plan and all agents (including 1099 Contractors) of Client or Employer authorized by Client or Employer to use the System.

Vendor means any vendor providing equipment, software, or services to Company.

ARTICLE 2: SERVICES. 2.1 Services. Solely during the Term, Client shall have the limited, non-exclusive, and non-transferable rights to access and use the Services and the System solely for its own internal business purposes as set forth herein. Where applicable, Employers may have access to use the Services and the System solely for their own internal business purposes as set forth herein.

2.2 Updates, Upgrades. Company reserves the right to update, upgrade, and otherwise change any Services for which Client has contracted hereunder. As part of the Services, Company or its Vendor will provide, manage, and install all such updates, upgrades, and other changes. Company warrants that each update, upgrade, and other change to any Services for which Client has contracted hereunder will not downgrade or reduce any features or functionality of such Services (where "features" refers to the tasks that the Services can accomplish, and "functionality" refers to the range of operations that the Service can perform, but in each case do not include the design, the layout or any other physical or cosmetic attributes of the Services), in each case compared to the features and functionality of such Services as they were originally provided on the Effective Date. Updates can include, but not be limited to bug fixes, adjustments to compliance regulated services, general system functionality and so forth. Upgrades can include, but not be limited to, new functionality that could either enhance existing functionality or could introduce new functionality that may be beneficial to Client. In these cases, the enhanced or new functionality will be inactive when delivered and will be subject to Client's decision as to whether this enhanced or new functionality will be implemented. Company will promptly provide and maintain the Services, including without limitation, providing and implementing all Services and related software releases and updates to the Services at no additional cost. Company shall not be obligated to provide upgrade functionality of the Services at no cost.

2.3 Portal. Elements of the Client Site may be used in the Portal, at Client's discretion, and the Portal may include Client Elements. Copyright notices with the "EBenefits Solutions" name and/or logo or those of its Vendor may be placed on each page of the Portal.

2.4 Use of Client Elements. Client grants to Company for the sole purpose of delivering the Services a limited, non-exclusive, right within the United States during the Term to (i) use the Client Elements provided to Company by Client, and (ii) "push," or re-transmit, display, deliver, or direct Users to, any one or more pages from the Client Site to users of the Portal if Client requests that Company do so in order to answer questions from users of the Portal. The rights granted under this Section will automatically terminate upon the expiration or earlier termination of the Agreement. Company agrees that title to and ownership of the Client Elements remain at all times with Client. Company will use the Client Elements in accordance with Client's usage guidelines, as provided to Company, including any modifications to such guidelines that are provided to Company from time to time, and exactly in the form, color, and size provided by Client. Client will provide all necessary artwork to Company in an appropriate digital format and at Client's expense. Company will not form any combination marks using one or more of the Client Elements in combination with the marks or logos of Company or any other person or entity. Company will not take any action inconsistent with Client's ownership of the Client Elements. Company will take appropriate measures to maintain, in connection with its use of the Client Elements, the integrity and rights of Client in and to the Client Elements and will use commercially reasonable efforts to immediately notify Client if Company becomes aware of any threatened or actual conflict with or challenge against one or more Client Elements. Company will not use any Client Element except as contemplated by, and specified in, the Agreement and these General Terms and Conditions. All rights, duties, and obligations set forth in this Section relating to the Client Elements that bind or inure to the benefit of Company will concurrently bind and inure to the benefit of any third party appointed by Company to provide a portion of the Services (including, but not limited to, any third party that may "push" pages from the Client Site to users of the Portal as requested by Client). Company will be responsible for the performance of its third party providers in accordance with the Agreement and these General Terms and Conditions.

ARTICLE 3: CLIENT RESPONSIBILITIES.

3.1 List of Client Responsibilities. Included as a part of one or more schedules to this Agreement is a summary of services to be provided by Client or Client's third-party vendor. These services shall be responsibilities of Client or such other third parties as may be contracted by Client to provide the services. Client shall perform the obligations set forth in the schedules and these terms and conditions, including, without limitation, those specified below. Neither Company nor its Vendor shall be obligated to perform the Services and neither shall incur any liability with respect thereto, if Client fails to (a) meet its responsibilities as set out herein and on the schedules, (b) timely provide accurate information needed by Company or its Vendor, or (c) otherwise reasonably cooperate with Company or its Vendor.

3.2 Users. Client shall provide Company or its Vendor, no less frequently than bi-weekly a complete, accurate, and updated electronic file, in a format agreed to by Company and Client, that includes: (a) a list of all authorized persons who are Covered Employees and eligible Users; and (b) a list of all persons who, during the course of the previous month, ceased being Users. Company and its Vendor shall have the right to rely on the completeness and accuracy of these files, and Client shall be responsible for any errors, inaccuracy, or incompleteness.

3.3 Plan Design. To the extent required for Company to provide Services, Client shall provide Company or its Vendor detailed descriptions of the Plan design, including but not limited to Plan documents, rates, population structure, and Plan eligibility rules, for Client's Plan(s). Throughout the Term, Client shall provide Company with sixty (60) days advance written notice of any changes to any Plan design, together with a detailed description of the revised Plan design.

3.4 Not a Benefits Guarantor. Neither Company nor its Vendor shall be liable, nor shall either advance its own funds, for the payment of claims under any Plan. Neither Company nor its Vendor insures, underwrites, or guarantees Client's liability to provide benefits or the payment of any benefits due under a Plan. Client shall have full responsibility and liability for payment of claims in accordance with the provisions of the Plan. Neither Company nor its Vendor shall be liable or use its funds for damages related to an action for benefits against Client. Client is solely responsible for payroll reconciliation and any payroll audits related to any Plans. Neither Company nor its Vendor shall be responsible or liable for any damages related to payroll reconciliation or payroll audits should they occur.

3.5 No Legal Advice. Neither Company nor its Vendor shall be responsible for providing, and shall not be deemed to provide, tax or legal advice in providing the Services, and Client agrees that it shall not rely on Company or its Vendor for such advice. Company's or its Vendor's interpretation of applicable laws and regulations shall not constitute legal advice, nor shall Client rely on such interpretation as legal advice. Any information that may be conveyed to the Client by any of Company's or its Vendor's employees, agents or vendors, whether in oral, written, electronic, or any other forms, during and after the term of the Agreement should only be deemed to be of a general nature and is not intended to be, or considered by the Client to be, legal advice and will not be relied upon as such by the Client.

3.6 Not a Tax Return Preparer. Neither Company nor its Vendor provides, and shall not be deemed to provide, tax or legal advice in providing the Services. Company will use reasonable efforts to ensure that the Services are current and accurate, but due to rapidly changing tax rates and regulations which require interpretation by Client's and/or an employer's qualified tax and legal professionals, Client bears full responsibility to determine the applicability of the output generated by the Services and confirm its accuracy. To the extent that Client elects and receives services related to its reporting obligations under the ACA (including, but not limited to, completion and/or transmission of IRS Forms 1094-C and 1095-C), the Parties acknowledge and agree that neither Company nor its Vendor or their officers, directors, and employees are acting as, are assuming any obligations as, or are intended to be, "tax return preparers" under the terms of Section 7701 of the Internal Revenue Code (26 U.S.C. §7701) or any related regulations when performing such services, and to the extent that it is determined by any regulatory agency that Company or its Vendor is or was a "tax return preparer", Client shall indemnify Company and its Vendor as set forth in Section 8.3. The parties further acknowledge and agree that Client's information reported on the IRS Form 1094-C and IRS Form 1095-C and transmitted to the IRS is information that does not constitute a substantial portion of any return of tax for the Client.

3.7 Completion and Filing of Tax Returns and Similar Documents. Client shall be solely responsible for: (i) providing correct and accurate information as well as any agency information relating to reporting and/or reconciliations necessary for the completion of any tax returns or similar documents; (ii) reviewing content and accuracy of all tax returns and similar documents; (iii) signing, acknowledging, and/or attesting to (as required) all tax returns and similar documents; and, if applicable, (iv) directing Company or its Vendor to file or electronically transmit, on Client's behalf, any tax returns, information returns or other similar reports or documents required by applicable federal, state or local laws and regulations. Although Company or its Vendor, as part of its services hereunder, may assist in compiling or otherwise populating the content and information to be included on any such returns, reports or documents, nothing herein shall relieve Client of its responsibility to complete, review, and certify (by signature or

attestation) any tax documents and/or make Company or its Vendor a "tax return preparer" within the meaning of Section 7701 of the Internal Revenue Code (26 U.S.C. §7701) or any related regulations.

3.8 Compliance. Neither Company nor its Vendor is responsible for qualification or compliance of any Plan, including any Consumer Directed Benefits Plan that may be offered, with ERISA, the Internal Revenue Code, or any other applicable laws, federal, state or local, for which the Plan sponsor or Plan administrator is responsible by law. Neither Company nor its Vendor will be held liable or responsible for any fees, penalties, or claims relating to any requests Client makes that are not in compliance with applicable laws, rules, or regulations.

3.9 Expenses. Neither Company nor its Vendor is responsible for payment of any expense of the Plan, including, but not limited to, the fees of an attorney, accountant, or other individual or entity not employed by Company or its Vendor who provides services to the Plan at the request of or with the prior consent of Client.

3.10 Client Data.

(a) Client shall not import, add, modify or delete Client Data by any method other than established electronic data exchange processes and formats or direct data entry through the Portal, without the prior written approval of Company.

(b) Client shall procure, use and maintain security tools and procedures consistent with industry standards and designed to protect and safeguard Client Data. These include, but are not limited to, implementing access controls, requiring the encryption of personal or sensitive data, and performing periodic testing to verify the effectiveness of the tools utilized. Client is responsible for maintaining adequate controls over its processing and data transmissions, for monitoring the input of such processing and transmissions and for notifying Company of any non-conforming processing and/or transmissions.

(c) Company shall provide a user name and password to each individual that Client identifies as an authorized User. Client is responsible for accurately identifying its authorized Users, and Company shall have the right to assume that all such information it receives directly from Client is correct, up-to-date, and complete.

(d) Client shall be solely responsible for assigning access levels to its employees and agents who will access the System on behalf of Client. It is Client's responsibility to promptly notify Company of any events or issues that require data access modifications, including but not limited to User access termination or change in access level.

(e) Client shall be solely responsible for identifying the Carriers to which Client Data and other information provided by Client or other Users may be transmitted by Company or its Vendor, and for determining when such Client Data transmissions should be discontinued. Company shall discontinue sending/transmitting Client Data to a Carrier as soon as reasonably practical but in all events within thirty (30) business days of receipt of written notice from Client that such Client Data transmission should be discontinued. Company shall have the right to rely on Client's instructions in performing the Services.

(f) Client acknowledges and agrees that neither Company nor its Vendor is responsible for screening, checking, monitoring, verifying or editing Client Data entry, content or completeness or for detecting errors or anomalies, regardless of how such Client Data is provided to Company or its Vendor and whether such Client Data is provided by Client or entered by a User(s). Company and its Vendor shall have the right to rely on the completeness and accuracy of all Client Data, regardless of whether the Client Data is provided by or on behalf of Client or a Covered Employee. Client, and not Company or its Vendor, is responsible for approving Plan configurations and rates.

(g) Client is solely responsible for verifying the accuracy and completeness of all Client Data provided by Client and/or a User(s). Client must report to Company any inaccuracies or other Client Data or System issues promptly after Client becomes aware of such issues.

3.11 Notification to Covered Employees. The Parties acknowledge and agree that Client is solely responsible for complying with any notifications, including all federal, state, and local notification requirements that may apply to Client. Neither Company nor its Vendor shall be responsible for reviewing any notifications or for advising Client of the completeness, adequacy, timing, or accuracy of any such notifications.

3.12 Consents. Client shall be solely responsible for obtaining in a timely manner any consent required under federal or state laws, rules or regulations (including, without limitation, any consent required under HIPAA) for the transmission of Client Data to Company or its Vendor, the provision of Services to Client and Covered Employees by Company or its Vendor, and Company's or its Vendor's provision of Client Data to any third parties in the performances of the Services. Client represents and warrants that it shall obtain and maintain throughout the Term, all such required consents in a timely manner. Company shall be responsible for obtaining in a timely manner any consent it is required to obtain under federal, state or local laws, rules or regulations.

3.13 Client Equipment and Systems. Client shall be solely responsible for selecting, purchasing, providing, and maintaining its own equipment and communication means for accessing and utilizing the Services. Client is aware that the connection of Client's system and data to the Internet exposes such system and data to potential unauthorized access by others, to possible contamination through viruses and to other potential adverse consequences. Neither Company nor its Vendor shall be responsible for any of the foregoing events should they occur.

3.14 Fiduciary Obligations: Plan Administration.

(a) Unless otherwise expressly set forth in writing between the Parties, this Agreement does NOT, nor shall it be construed to, relieve Client of any of its fiduciary responsibilities to properly administer its group health plan(s) or any liability to conform such plans(s) to the provisions of the Internal Revenue Code, COBRA, HIPAA, the ACA, or ERISA, all as amended where applicable. Company shall perform the Services in accordance with a commercially reasonable, good faith interpretation of all applicable laws and regulations to which Company is subject in the performance of the Services. Client acknowledges and agrees that (a) neither Company nor any Vendor is intended to be a "Fiduciary" under the terms of ERISA, (b) none of the Services are fiduciary functions, and (c) neither Company nor its Vendor shall have any discretion in the management of any benefit plans offered by Client.

(b) Where certain Plan administration is delegated to Company's Vendor in writing pursuant to a schedule hereto and/or written agreement between Vendor and Client, Vendor shall be responsible for compliance with all laws and governmental regulations affecting the respective Services. Except for such responsibilities assumed by Vendor in a schedule to this Agreement or other writing entered pursuant to this Agreement, Client will be solely responsible for (i) compliance with all laws and governmental regulations affecting its business, and (ii) any use Client may make of the Services to assist it in complying with such laws and governmental regulations.

(c) Neither Company nor its Vendor has any fiduciary responsibility for payment owed to any Carrier or Client vendor. Client remains the administrator under the Plan for all purposes and as such retains full fiduciary responsibility and liability under all federal and state laws and regulations. Client remains responsible for any and all loss or damages, and in no event shall Company or its Vendor be liable for any amount, including, but not limited to, insurance premiums, stop-loss deductibles, reinsurance fees, health plan or other claims, cancellation or reinstatement fees, or penalties, for a failure to pay a Carrier or vendor, or for failure to provide appropriate billing information in a timely manner, unless such delay is caused by the negligent acts or willful misconduct of Company.

ARTICLE 4: OWNERSHIP AND USE OF DATA AND INTELLECTUAL PROPERTY.

4.1 Ownership and Use of Data. All Client Data relating to the employer group membership will be the exclusive property of Client. Notwithstanding the foregoing, Company and its Vendor may use Client Data and information used in or derived from the operation of Client's enrollment and eligibility websites for the purpose of performing the Services. Company and its Vendor may de-identify such Client Data in accordance with the standards set forth in 45 C.F.R. 164.514(b) and may use, analyze, reproduce, process, or store such de-identified data for internal business needs to improve the Services. Company and its Vendor also may use Client Data for its or their own internal business purposes. The business records of Company and its Vendor and all other records, electronic or otherwise, created or maintained by Company or its Vendor in performance of the Agreement will be and remain the property of Company or its Vendor, respectively, with the exception of those records containing Protected Health Information of Client's employees. All de-identified information created by Company or its Vendor in compliance with the Agreement will belong exclusively to Company and/or its Vendor.

4.2 Not an Editor. Neither Company nor its Vendor has any responsibility for screening, editing, or monitoring the data entry to the System. Client shall indemnify, defend and hold Company and its Vendor, including each of their agents, employees, shareholders, owners, officers, and directors, harmless from any all liabilities, claims, penalties, damages, suits, and the costs and expenses incident thereto (including the costs and expenses of defense, settlement and attorneys' fees) resulting from the provision of data or information by Client, Client's representatives or participants in any Plan, via direct data entry, telephone request, or import file. Client, and not Company or its Vendor, is responsible for approving Plan configurations and rates.

4.3 Ownership and Use of Intellectual Property. Client acknowledges and agrees that the Services and the System, including, but not limited to, all software, equipment, infrastructure, websites, and other materials provided by Company or its Vendor in the performance of the Services and all Intellectual Property embodied therein will at all times remain the exclusive, sole and absolute property of Company, its Vendor and/or their licensors, as applicable. Client shall not acquire any right, title or interest in, or perpetual user rights to, any software to which Client is provided access. Client will not knowingly take any action inconsistent with Company's rights in and to Company's Intellectual Property. Without limiting the foregoing, Client agrees it will not: (i) make or distribute copies of the Documentation provided by Company or its Vendor or any software licenses granted hereunder, in whole or in part, or assist others in doing so; (ii) alter or remove any copyright, trademark, or other proprietary notices appearing on or in any software or related Documentation provided pursuant to this Agreement; (iii) engage in any activity that interferes with, disrupts, damages or accesses in any unauthorized manner any software or website of Company or its Vendor; (iv) modify, adapt, decompile, reverse engineer, disassemble or create derivative works of the software; (v) use the software in violation of any applicable law, rule or regulation; and (vi) transmit any harmful code through the software. At Company's reasonable request, Client will assist Company in maintaining the integrity of its rights in and to Company's Intellectual Property, at Company's sole cost and expense. Client will use commercially reasonable efforts to notify Company if Client becomes aware of any threatened or actual conflict with or challenge against any of Company's rights in and to the Intellectual Property. Client shall not make any use whatsoever of any Intellectual Property, including but not limited to, software and Documentation after termination of this Agreement and shall not disclose any portion of any such software or Documentation to any other person or entity.

ARTICLE 5: ACCESS.

5.1 Monitoring Access. Client will be responsible for assigning and monitoring access to the System by its Users, third party consultants to Client and anyone accessing the System on Client's behalf or utilizing access codes provided to Client, including all Users. Client agrees to convey to all individuals or entities whom Client authorizes to access the System, including all Users, their obligation not to (i) take any action that might impair or circumvent the System's security capabilities; (ii) prevent or impair access to the System by other authorized individuals or entities; (iii) provide access to the System by unauthorized individuals or entities; (iv) damage, delete or compromise any data maintained in the System; and (v) impact in any way the System's standard operational capabilities. It is Client's responsibility to inform Company promptly of any issues that require System or data access modifications, including but not limited to User access termination or change in access level. It is Company's responsibility to inform Client of an improper access to the System by Client's employees, third party consultants or anyone accessing the System on Client's behalf or utilizing access codes provided to Client, including all Users, if, and only if, Company becomes aware of such improper access.

5.2 Unauthorized Access. Client and those individuals or entities to whom Client has provided authorization to access the System are prohibited from accessing or attempting to access any components of the Application and/or data contained therein that do not directly fall within the defined scope of the Services provided by the Company to the Client as specified in this Agreement; which relate to services provided by the Company to any of its other clients; or which otherwise is prohibited by law. Client shall not, and is responsible for ensuring that those individuals or entities whom Client has authorized to access the System do not, attempt to gain or allow access to any data, files or programs to which it is not entitled under the Agreement and, if such access is obtained, as soon as Client learns of such access Client will destroy such materials or return them to Company and, to the extent Client is unable to do so, will safeguard the same as Company's Confidential Information.

ARTICLE 6: PAYMENT TERMS.

6.1 Fees. Client shall pay all fees and payment due under the Agreement as set forth in one or more schedules. Company may increase such fees annually, after the Initial Term, by an amount not to exceed five percent (5%) of the then-current fees. However, and unless otherwise set forth in the agreed-to renewal document, such increase shall not occur more frequently than once in any twelve (12) month period. Notwithstanding the foregoing, however, Company may increase the fees at any time during the Initial Term or any Renewal Term if Vendor and/or a third-party supplier increases the fees to be paid by Company, with such increase being limited to the amount of increase in Company's fee to Vendor and/or the third-party supplier. For example, third-party supplier fees may include, but are not limited to, printing, postage, and Language Line fees.

6.2 Payment Terms. Client agrees that Client is solely responsible for the payment of all fees (and taxes if any) relating to the use of the System or Services by or on behalf of Client and Covered Employees. If Client is exempted from paying any tax due to an applicable federal, state or local tax-exempt regulation, Client shall provide appropriate tax exception documentation. All monthly invoices for Services shall be issued thirty (30) days in advance of the month during which such services are to be rendered. Client agrees to pay all invoiced amounts within thirty (30) days of the receipt of an invoice.

6.3 Late Payments; Suspension and Termination. Any invoice outstanding beyond thirty (30) days from the due date shall be subject to a late fee equal to 1.5% per month or the maximum rate permitted by law (whichever is less). Without prejudice to any other rights set forth in this Agreement, Company reserves the right to suspend or terminate Client's access to the Services upon seven (7) days' prior notice if Client is late paying any undisputed amount hereunder. Undisputed Invoices unpaid beyond ninety (90) days shall be deemed to be a material breach by Client and may result in suspension or termination of Client access to the System and in termination of the Agreement. Client will be liable to Company for all reasonable attorneys' fees and other costs of collection Company incurs in collecting any undisputed amounts due.

6.4 Disputes. Any disputes by Client for invoices must be raised in good faith by the Client and provided in writing within thirty (30) days of receipt of such invoice. The Parties shall work in good faith to resolve any dispute within thirty (30) days of notice. A dispute will not relieve Client of its payment obligations under this Article 6.

ARTICLE 7: DISCLAIMER OF WARRANTIES.

Disclaimer of Warranties. CLIENT ACKNOWLEDGES THAT (A) COMPANY IS IN NO MANNER RESPONSIBLE FOR ANY ACTION OR INACTION OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, HARDWARE, SOFTWARE, OR TELECOMMUNICATIONS VENDORS OR INTERNET SERVICE PROVIDERS; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT APPLY TO ANY SUBCONTRACTORS OF COMPANY; (B) ANY "AUTHORIZATION" BY COMPANY OF ANY SUCH THIRD PARTY DOES NOT CONSTITUTE A REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH THIRD PARTY OR ITS PRODUCTS OR SERVICES; AND (C) NOTWITHSTANDING ANYTHING ELSE STATED IN THIS AGREEMENT OR ELSEWHERE, COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO CLIENT REGARDING (1) THE SERVICES OR THOSE OF ITS VENDOR (INCLUDING IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE) OR REGARDING THE PRODUCTS OR SERVICES WHICH MAY BE OFFERED OVER COMPANY'S OR ITS VENDOR'S WEBSITE OR WEB PAGES; (2) THAT THE SERVICES OR COMPANY'S OR ITS VENDOR'S WEBSITE OR WEB PAGES SHALL BE UNINTERRUPTED, SECURE, ERROR FREE OR WITHOUT DELAY; OR (3) OF ANY OTHER KIND, EXPRESS OR IMPLIED. FURTHER, NOTHING IN THIS AGREEMENT NOR THE PERFORMANCE OF SERVICES BY COMPANY OR ITS VENDOR SHALL SUPERCEDE ANY CARRIER PLANS PROVIDED BY CLIENT NOR SHALL COMPANY OR ITS VENDOR ASSUME ANY RESPONSIBILITY OR LIABILITY RELATING TO ANY CARRIER ACTS OR OMISSIONS.

ARTICLE 8: INDEMNIFICATION.

8.1 Company's Indemnification and Hold Harmless. Company shall indemnify, defend and hold Client (and its employees, agents, shareholders, and owners) from any and all liabilities, claims, penalties, damages, suits, and the costs and expenses incident thereto (including the costs and expenses of defense, settlement, and attorneys' fees), specifically relating to, arising out of, or claiming to have arisen from: (i) the actions of Company or its subcontractors for all patent, copyright, or trademark infringement or any other intellectual property claims associated with any Services provided to Client through the System (an "Infringement Claim"); (ii) Company's gross negligence or willful misconduct. Company shall be relieved of its obligations under this Section if any of the above actions arise out of Client's action, inaction, or direction. Any claim or potential claim presented to Company by Client under the terms of this Section 8.1 must be tendered in writing to Company with a formal request to defend and indemnify Client as soon as reasonably practicable after Client receives such demand, complaint, notice or summons, provided Company shall be relieved of its obligations under this Section if materially prejudiced by any delay in tendering such request. Client shall allow Company to control, and fully cooperate with Company in, the defense of such claim and all related negotiations. Company shall not be required to indemnify Client for any settlement that Client enters into without Company's prior written consent. Company shall have no obligation to defend, indemnify or hold Client harmless against an Infringement Claim to the extent that such claim is based on Client's access or use of any Services in violation of the terms of the Agreement.

8.2 Limited Remedy. In the event that the Services are held to or believed by Company to infringe the intellectual property of a third party, Company may at its sole option and expense: (a) replace or modify the Services to be non-infringing, provided that such modification or replacement contains substantially similar features and functionality; (b) obtain for Client the right to continue using the Services; or (c) if both (a) and (b) are not reasonably practicable, terminate this Agreement and refund to Client the pro rata portion of the Fees paid to Company for the Services not provided by Company after the date of infringement, as Client's sole and exclusive remedy.

8.3 Client's Indemnification and Hold Harmless. In addition to those indemnities set forth elsewhere in this Agreement, Client shall assume the risk of any liability arising from its own conduct related to (i) the improper use of or access to the System; (ii) the inaccuracy, incompleteness, or inadequacy of any Client Data or Information provided to Company or its Vendor by Client or any participant in any Plan by direct data entry, telephone request, import file or any other means; (iii) the inaccuracy or incompleteness of any Information that is included in the Requirements Document and approved by Client; (iv) the ineligibility of any employee of Client, or any other person, for any benefit, product, or coverage offered by Client; (v) any negligence or willful misconduct of Client and/or its officers, directors, employees, agents, or affiliates; (vi) any failure of Client to comply with HIPAA, or any other applicable federal or state law or regulation; (vii) an allegation that the Client Elements provided by Client to Company hereunder infringe

any patent, copyright, trademark, trade secret, or other intellectual property right of a third party, provided that the allegation of infringement is not a result of Company's unauthorized alteration of the Client Element(s); (viii) the design of Client's Plan(s), the administration of Client's Plan(s) or any decisions or determinations related to the Client's Plan(s); (ix) the completion, review, signing, certification, and/or filing/transmission of any federal, state or local tax returns, information returns or other similar reports or documents of Client; (x) any determination, claim, or allegation made against Company or its Vendor alleging Company or its Vendor is or was a "tax return preparer" under the terms of Section 7701 of the Internal Revenue Code (26 U.S.C. §7701) or any related regulations when performing the Services; (xi) actions Company or its Vendor performs in connection with the Services pursuant to (a) Client's written procedures; (b) any Client Data; or (c) any instruction request or representation of Client; or (xii) allegations that the Client Data or Client's use of any Services (in breach of this Agreement) infringe upon or otherwise violate any intellectual property right of others. For the avoidance of doubt, neither Company nor its Vendor shall be under any duty to review any such procedures, Client Data, instructions, requests, or representations of Client. Any claim or potential claim presented to Client by Company under the terms of this Section 8.3 must be tendered, in writing, to Client with a formal request to defend and indemnify Company as soon as reasonably practicable after Company receives such demand, complaint, notice, or summons, provided Client shall be relieved of obligations under this Section if materially prejudiced by any delay in tendering such request. At Company's sole discretion and option, but with no obligation to do so, Company may itself undertake the defense, litigation, settlement or satisfaction of any claim, reserving its right to seek indemnification against Client, provided that Company shall not settle any claim without Client's prior written consent. With regards to the foregoing language of this Section, neither party agrees to insure, defend, or indemnify the other.

ARTICLE 9: LIMITATION OF LIABILITY.

9.1 CLIENT ACKNOWLEDGES THAT (A) CLIENT IS SOLELY RESPONSIBLE FOR COMPLYING WITH ANY FEDERAL, STATE, OR LOCAL NOTIFICATION REQUIREMENTS THAT MAY APPLY TO CLIENT; (B) COMPANY IS IN NO MANNER RESPONSIBLE FOR ANY ACTION OR INACTION OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, HARDWARE, SOFTWARE, OR TELECOMMUNICATION VENDORS OR INTERNET SERVICE PROVIDERS; PROVIDED THAT THE FOREGOING SHALL NOT APPLY TO SUBCONTRACTORS OF COMPANY; (C) ANY "AUTHORIZATION" BY COMPANY OF ANY SUCH THIRD PARTY DOES NOT CONSTITUTE A REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH THIRD PARTY OR ITS PRODUCTS OR SERVICES; AND (D) COMPANY HAS NOT REPRESENTED OR WARRANTED THAT THE SYSTEM OR THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR FREE, OR WITHOUT DELAY.

9.2 Limitation of Liability. IN NO EVENT SHALL: (i) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES INCLUDING LOST PROFITS OR SAVINGS (WHETHER ALLEGED IN TORT, CONTRACT, INDEMNITY OR OTHERWISE, EVEN IF IT HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFIT OR INTERRUPTION OF BUSINESS OR FROM ANY INTERRUPTION OR ERRORS IN THE ENROLLMENT WEBSITE; AND (ii) COMPANY'S CUMULATIVE LIABILITY HEREUNDER EXCEED THE LESSER OF \$50,000 OR THE SUM OF THE LICENSE FEES PAID BY CLIENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT(S) GIVING RISE TO LIABILITY. Except as otherwise explicitly provided herein, neither (i) Company, (ii) any Vendor, nor (iii) any director, officer, employee, affiliate, or agent of Company or any Vendor, will be liable for any loss, damage, cost, or expense whatsoever, direct or indirect, that may arise out of, or be in any way related to, the use of the Services or the System, including, but not limited to: (a) the suspension or termination of, or the inability to use, all or any part of the System; (b) the erroneous transmission of any data or the transmission of any erroneous data; (c) any failure or delay suffered or allegedly suffered by any party in receiving or sending any information; (d) the delivery or transmission of any virus, worm, or other disruptive device; (e) the unauthorized access to Client's equipment, communication means, or system by third parties; (f) the transmission of any tax returns, information returns or other similar reports or documents required by applicable laws and regulations on behalf of Client and/or at Client's direction; or (g) any other cause in connection with the furnishing of Services or notices by Company or its Vendor or the performance, maintenance, or use of, or inability to use, all or any part of the System; provided, however, the foregoing limitation of liability will not apply to the extent such loss, damage, cost or expense arises out of the negligence or willful misconduct of Company. In addition, neither (i) Company, (ii) any Vendor, nor (iii) any director, officer, employee, affiliate, or agent of Company or any Vendor, will be liable for any loss, damage, cost, or expense whatsoever, direct or indirect, that may arise out of: (u) Client's negligence or willful misconduct; (v) Client's breach or alleged breach of this Agreement; (x) the use, operation, or combination of the System with unapproved programs, data, or equipment; (y) any modifications to or markings of the System that are not specifically authorized in writing by Company; or (z) the use of the System in a manner for which it was neither designed nor contemplated.

ARTICLE 10: TERM AND TERMINATION.

10.1 Term and Termination. This Agreement shall commence on the Effective Date. The Term of the Agreement is effective as of the Go Live Release Date and shall last for thirty-six (36) months (the "Term"), unless earlier terminated by the Parties in accordance with this Article 12.

10.2 Termination for Convenience. Company may terminate the Agreement, without cause, upon ninety (90) days advance written notice to Client. In addition, Company may terminate the Agreement as provided in Section 8.2.

10.3 Termination for Default. Either Party shall have the right to terminate the Agreement if the other Party fails to perform or observe any of the terms of provisions of the Agreement, provided the non-defaulting Party gives the defaulting Party a written notice specifying in reasonable detail the nature of the defaulting Party's default and advising that the defaulting Party has sixty (60) days from the deemed delivery date of such notice to cure the default in instances where the default can be cured or thirty (30) days from the deemed delivery date of the notice if the default is of such nature that it cannot be cured (the "Cure Period"). If the defaulting Party does not cure the default within the Cure Period, the non-defaulting Party may terminate the Agreement by giving the defaulting Party a second written notice advising of such termination, which termination shall take effect on the deemed delivery of the second notice. Termination of the Agreement by the non-defaulting Party shall not relieve the defaulting Party from liability for any breach of, or other obligations arising under, the Agreement occurring before such termination.

10.4 Bankruptcy. If Client (i) files a petition for protection under the United States Bankruptcy Code or the equivalent law in another country, (ii) is the subject of an involuntary petition under the United States Bankruptcy Code or the equivalent law in another country, or (iii) voluntarily or involuntarily surrenders its assets to a creditor(s), Company may terminate this Agreement immediately by providing Client written notice of such termination.

10.5 Effect of Expiration or Termination. The provisions of this Agreement relating to privacy and confidentiality, ownership rights, disclaimers, indemnification, limitation of liability, governing law and jurisdiction, and any other provision contained in the Agreement that, by its nature, is intended to survive the expiration or termination of the Agreement, shall survive the termination or expiration of the Agreement.

10.6 Transition Services. Subject to an executed Change Order, upon termination or expiration of this Agreement and upon request of Client, Company will provide services necessary to provide uninterrupted services to Client during the transfer and to assist Client with transition to another system or vendor. Client shall pay to Company a mutually agreed upon amount of compensation for all work performed with respect to such transfer. Such transfer shall be performed and completed within ninety (90) days of notice of termination of this Agreement or within such time period as the parties may mutually agree.

ARTICLE 11: PRIVACY AND CONFIDENTIALITY.

11.1 Confidentiality.

(a) Except as provided in the Agreement (including, without limitation, these General Terms and Conditions), each Party shall: (i) not disclose the Confidential Information of the other Party to any third party, other than to its employees, contractors (including Company's Vendor), or agents that have a need to know and a legal duty to protect the Confidential Information; (ii) ensure that its respective employees, contractors, Agents, subcontractors, and any other person or entity having access to Confidential Information shall be informed of the obligations and duties of care hereunder; and (iii) use at least a reasonable standard of care, but in no event less than the standard such Party uses to protect its own Confidential Information, to prevent disclosure of the other Party's Confidential Information. Except as provided by the Agreement (including, without limitation, these General Terms and Conditions), neither Party shall: (1) use the other Party's Confidential Information; (2) acquire any right in or assert any lien against the other Party's Confidential Information; or (3) refuse to promptly return, provide a copy of, or destroy the other Party's Confidential Information upon request of the other Party. A Party who has received Confidential Information of the Disclosing Party ("Receiving Party") shall immediately notify the Disclosing Party upon gaining knowledge of any disclosure, loss, or use of the Disclosing Party's Confidential Information in violation of the Agreement (including, without limitation, these General Terms and Conditions). These confidentiality obligations shall survive the termination of the Agreement (including, without limitation, these General Terms and Conditions).

(b) Except with respect to Client Data (including Protected Health Information), Confidential Information shall not include information that a Party can demonstrate: (i) was publicly available at the time of the disclosure, or later became publicly available through no act or omission of such Party; (ii) was rightfully in such Party's possession prior to the date of this Agreement; or (iii) was rightfully received by such Party from a third party without obligation of confidentiality.

(c) Client shall ensure that only specifically authorized users have access to the System and will use best efforts to prevent unauthorized access, use, destruction, alteration or loss of information contained therein, including notifying users of the restrictions set forth in this Agreement.

(d) The Parties agree that breach of the confidentiality obligations or misuse of a Party's intellectual property rights will cause continuing, substantial and irreparable injury to the other Party and that the other Party's remedies at law for such breach or misuse will not be adequate. Accordingly, the Parties agree that the affected Party shall be entitled to seek immediate equitable relief against the breach, misuse or threatened breach or threatened misuse of the foregoing undertakings by the other Party, and that such rights shall be in addition to, and not in limitation of, any other rights or remedies to which the other Party may be entitled at law or equity.

11.2 HIPAA Compliance. Company, in its business operations, will comply with all laws and regulations concerning security and privacy that apply to Company in its performance of its obligations under the Agreement, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder from time to time (referred to collectively as "HIPAA"). Additionally, the terms and conditions contained in the EBenefits Business Associate Addendum are hereby incorporated as Schedule 1.

11.3 Right to Suspend Services. In addition to the rights set forth in Section 6.3, Company may temporarily suspend Client's access to any portion of the Services if Company or its Vendor reasonably believes in good faith that: (i) there is a threat or attack on the Services or other event that imminently threatens the security, integrity, or availability of the Services; (ii) Client's use of the Services in violation of this Agreement materially disrupts or imminently threatens the security, integrity, or availability of the Services; or (iii) Client is using the Services in violation of applicable laws and governmental regulations. Client shall not be entitled to any compensation, including any service credits, for any Service Suspension; provided, however, that in the event of a Service Suspension pursuant to clause (i), Client shall be entitled to a refund of the pro rata portion of the fees paid to Company for Services not performed due to such Service Suspension.

ARTICLE 12: GENERAL PROVISIONS.

12.1 Governing Law and Venue. The Parties mutually understand and agree the Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the Parties from or concerning the Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the Parties to be a material inducement to Company and to Client in executing the Agreement. This provision is not intended nor shall it be construed to waive Client's governmental immunity as provided in the Agreement.

12.2 Entire Agreement. These General Terms and Conditions (2 pages), the Agreement for Services (10 pages), and all appendices or schedules thereto [Schedule 1 – HIPAA Business Association Agreement (8 pages), Schedule 2- Summary of Services and Fees (3 pages), Schedule 3 – Core Benefits Administrative Services (17 pages), Schedule 3A – COBRA Benefits Client Guide (4 pages), Schedule 4 – ACA and State Mandate Services (5 pages)] shall constitute the entire agreement between the Parties with respect to the subject matter of the Agreement and supersedes all prior negotiations, statements, representations and agreements, whether written or oral. The Agreement may be amended or modified only by a written agreement, duly executed by all Parties hereto. No term or provision in any purchase order, invoice, or other form provided by Client or Company will control the relationship of the Parties or supersede any conflicting term or provision of the Agreement.

12.3 Force Majeure. Except for Client's payment obligations, both Company and Client shall be excused from its performance hereunder to the extent that such performance is prevented, delayed, or obstructed by causes beyond its reasonable control (whether or not foreseeable), including acts of any foreign, federal, state, or local government; fires, floods, or other natural disasters; new epidemics or pandemics post-Effective Date; strikes or labor unrest; terrorism or acts of war; degradation or interruption of telecommunications or Internet services; or severe weather conditions.

12.4 Invalidity; Severability. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the Client is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the Parties the provisions of the Agreement are fully severable.

12.5 Injunctive Relief. The Parties understand and agree that, due to the highly competitive nature of the computer industry, the breach of any covenants set out in the Agreement may cause irreparable injury to Company or Client for which no adequate remedy at law will be available. Therefore, either Company or Client, as the case may be, will be entitled, in addition to such other remedies as it may have hereunder, to seek a temporary restraining order and preliminary injunctive relief for any breach or threatened breach of the Agreement.

12.6 Business Relationship. The Agreement will not create any agency, employment, joint venture, partnership, representation, or fiduciary relationship between the Parties. No Party has the authority to nor will a Party attempt to create any obligation on behalf of another Party as a result of the Agreement.

12.7 Authority. Each individual executing the Agreement on behalf of a Party hereby represents and warrants to the other Party that such individual is duly authorized to execute and deliver the Agreement on behalf of that entity and that such execution and delivery make the Agreement a valid and binding obligation of the entity for all purposes.

12.8 Dispute Resolution. Except for a dispute related to claims subject to indemnification under Article 8, or as otherwise provided in this Section 12.8, neither Party shall resort to legal remedies or commence any formal proceedings to resolve a dispute under the Agreement until the Parties have attempted to resolve the dispute through the escalation process described in this Section 12.8. The Party raising a dispute shall submit to the other Party a written notice and supporting material describing all issues and circumstances related to the dispute (a "Dispute Notice"). The designated primary representative of each Party shall attempt to resolve the dispute. If the Parties' primary representatives fail to resolve the dispute within fifteen (15) days from receipt of a Dispute Notice, a Senior Vice President (or higher-level officer) of each Party shall attempt to resolve it. If the Senior Vice Presidents (or higher-level officers) of the Parties are unable to resolve the dispute within thirty (30) days from receipt of the Dispute Notice, either Party may commence formal legal proceedings in accordance with Section 12.1 above to resolve the dispute. This Section 12.8 shall not be construed to prevent a Party from instituting formal proceedings earlier than indicated in this Section 12.8 to: (i) avoid the expiration of any applicable limitations period; (ii) preserve a superior creditor position; or (iii) seek injunctive relief to prevent an irreparable harm, including without limitation, harm caused by a breach of confidentiality.

12.9 Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or delegated by a Party without the prior written consent of the other Party.

12.10 Acceptance Not Waiver. Client's approval of the reports, and/or services furnished pursuant to the Agreement shall not in anyway relieve Company of its responsibility for its obligations pursuant to the Agreement or any applicable law. Client's payment for any of the services provided herein shall not be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the performance of the Agreement.

12.11 Contingencies. Company certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with the Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Agreement, other than commissions paid pursuant to Company's standard brokerage agreement.

12.12 Discrimination. All Parties agree they will not discriminate against any person who performs work under the terms and conditions of the Agreement because of race, color, gender, creed, handicapping condition, or national origin.

12.13 ADA Compliance. All Parties agree they will comply with all applicable provisions as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

12.14 Governmental/Sovereign Immunity. The Client does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into the Agreement. Further, Client fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Agreement.

12.15 Third Parties. The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement shall operate only between the Parties to the Agreement and shall inure solely to the benefit of the Parties to the Agreement.

12.16 Conflict of Interest. Client and Company affirm, to their knowledge, no Company employee has any personal beneficial interest whatsoever in the Agreement described herein.

12.17 Limitation on Payment. Client's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by Company this Agreement may be terminated by Client at the end of the period for which funds are available. Client shall notify Company at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if Client knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to Client in the event this provision is exercised, and Client shall not be obligated or liable for any future payments due or for any damages as a result of termination

under this provision. This provision shall not be interpreted or construed to permit Client to terminate the Agreement in order to acquire similar services from another party.

Schedule 1
HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement"), effective _____, 201X, is entered into by and between _____ (the "Covered Entity") and EBenefits Solutions, LLC, on behalf of itself and its affiliates (the "Business Associate").

WHEREAS, Covered Entity and Business Associate have entered an agreement with each other ("Underlying Agreement") whereby Business Associate performs services for Covered Entity in connection with which Business Associate may create, receive, maintain and/or transmit Protected Health Information (as defined below) from or on behalf of a Covered Entity;

WHEREAS, Covered Entity and Business Associate desire to protect the privacy and security of any such Protected Health Information in compliance with the Health Insurance Portability and Accountability Act ("HIPAA"), as amended (including the Health Information Technology for Economic and Clinical Health Act or "HITECH Act") and the HIPAA Rules (as defined below), (collectively "HIPAA");

WHEREAS, on January 25, 2013, the U.S. Department of Health and Human Services (HHS) issued a Final Rule (the "Omnibus Rule") containing modifications to the HIPAA Privacy Rule, the HIPAA Security Rule, and the Breach Notification Rule under HIPAA and HITECH; and

WHEREAS, HHS will continue to issue guidances, standards and regulations in its ongoing role as regulatory agency for HIPAA and Health Information Technology;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth herein and other good and valuable consideration, Covered Entity and Business Associate agree as follows.

DEFINITIONS

The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Records Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (also referred to as "PHI"), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

"Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and, with regard to this Agreement, shall mean the specific Business Associate designated above.

"Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and, with regard to this Agreement, shall mean the specific Covered Entity designated above.

"HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160, 162 and 164.

I. BUSINESS ASSOCIATE'S RESPONSIBILITIES

- A. **Permitted Access, Use and Disclosure, Compliance.** Business Associate agrees to access, use and disclose PHI only for the purpose of performing its obligations under the Underlying Agreement and in compliance with the Underlying Agreement, this Agreement, the provisions of HIPAA (including, without limitation, applicable portions of the Privacy, Security, Breach Notification and Enforcement Rules) and as Required by Law. If the Underlying Agreement requires the Business Associate to perform Data Aggregation, management or administrative activities, the Business Associate may access, use or disclose PHI for those specific purposes. In accordance with the de-identification requirement of the Privacy Rule, Business Associate is permitted to de-identify any and all PHI received or created by Business Associate pursuant to the Underlying Agreement, which de-identified information shall not be subject to this Agreement and may be used and disclosed on Business Associate's own behalf.
- B. **Safeguards.** Business Associate agrees to use appropriate administrative, technical and physical safeguards, and comply with subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent access, use or disclosure of PHI other than as provided for by this Agreement.
- C. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, the harmful effects of (i) any access, use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement; and (ii) any Security Incidents.
- D. **Reports of Improper Access, Use or Disclosure.** Business Associate agrees to report to Covered Entity any access, use or disclosure of PHI not permitted by this Agreement in as expeditious a time frame as possible.
- E. **Security Incident.** The Business Associate further agrees to report to the Covered Entity any Security Incident of which it becomes aware, particularly if the security incident results or may have resulted in any Breach.
- F. **Notification of Breach.** Business Associate agrees to report to Covered Entity any Breach of unsecured PHI (as defined in CRF 164.402) as quickly as possible after the discovery of the Breach. In no circumstance shall this report be beyond ten (10) business days from the discovery of the breach. As soon as the names of each Individual affected are known, Business Associate shall notify the Covered Entity and include all required elements for the notification that the Covered Entity must send to the Individual. To the extent the required elements are not available at the time the Breach is reported to the Covered Entity, Business Associate shall report such information to the Covered Entity as soon as it becomes available. The required elements are included in 45 CFR § 164.404(c).
- G. **Subcontractors and Agents.** To the extent Business Associate uses any subcontractor or agent to provide services under the Underlying Agreement, and such subcontractor or agent creates, maintains, receives, transmits or accesses PHI, Business Associate will require each subcontractor or agent to enter into a contract with terms that are substantially similar to the terms set forth herein.

- H. **Access to Information in a Designated Record Set, Electronic Health Record.** If Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, in a reasonable time and manner designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity, or as directed by Covered Entity, to an Individual, in order to meet the requirements of 45 CFR 164.524. If Business Associate maintains PHI in an Electronic Health Record, Business Associate agrees to provide such information in a reasonable time and manner, in an electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- I. **Amending Information in a Designated Record Set.** If Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set at the request of Covered Entity, within a timeframe mutually agreed upon by the parties, and to take any other measure necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
- J. **Access to Business Associate's Books.** Business Associate agrees to make internal practices, books and records, including policies and procedures relating to the access, use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity (including Covered Entity's authorized agents and/or subcontractors) and/or the Secretary in a reasonable time and manner designated by Covered Entity and/or the Secretary for purpose of the Secretary determining Covered Entity's compliance with HIPAA.
- K. **Record of PHI Disclosures.** Business Associate agrees to document disclosures of PHI by recording: (i) the date of disclosure; (ii) the name and address of the person or entity to whom the disclosure was made; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the basis for the disclosure, and a copy of the request for disclosure and authorization for disclosure, if one was required, as required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and the HITECH Act.
- L. **Minimum Necessary Access, Use and Disclosure.** When accessing, using or disclosing PHI, or when requesting PHI from the Covered Entity and/or a business associate, Business Associate agrees to make reasonable efforts to limit PHI to the minimum amount necessary to accomplish the intended purpose of the request, use or disclosure.
- M. **Data Aggregation Services.** Business Associate agrees to provide data aggregation services if requested by Covered Entity.
- N. **Remedies in Event of Contractual Breach.** Business Associate expressly acknowledges and agrees that the breach of any contractual provision of this Agreement may cause irreparable harm to Covered Entity and that Covered Entity may not have an adequate remedy at law. Therefore, Business Associate agrees that upon such contractual breach, Covered Entity is entitled to seek injunctive relief to prevent Business Associate from commencing or continuing such contractual breach without posting bond or other security and without having to prove the inadequacy of any other available remedies. Business Associate further agrees to indemnify Covered Entity for any and all actual costs and expenses incurred as a result of Business Associate's contractual breach, including reasonable attorney's fees. These remedies and indemnification are in addition to any

remedies and indemnifications to which Covered Entity may be entitled under the Underlying Agreement.

Notwithstanding the foregoing, Business Associate's liability to Covered Entity hereunder with respect to any claim of any kind for any loss or damage arising out of, in connection with or resulting from the breach of Business Associate's obligations under this Agreement shall in no case exceed Business Associate's Errors and Omissions liability insurance limit.

- O. **Examination.** Covered Entity or its authorized agents or contractors may, at Covered Entity's expense, upon advance notice to Business Associate and during Business Associate's normal business hours, examine Business Associate's facilities, systems, procedures and records as may be necessary to certify that they are compliant with HIPAA.

II. PERMITTED ACCESS, USE AND DISCLOSURES BY BUSINESS ASSOCIATE

- A. **As Stipulated in the Underlying Agreement.** Except as otherwise limited in this Agreement, Business Associate may access, use or disclose PHI for the purpose of fulfilling any responsibilities it may have with any employer groups that are included under a previously executed agreement or that the Business Associate has with the Covered Entity, provided that such access, use or disclosure would not violate the Privacy Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- B. Except as otherwise limited in this Agreement, Business Associate may access or use PHI for the proper management and administration of the Business Associate or for carrying out the legal responsibilities of the Business Associate as delineated in this Agreement and the Underlying Agreement with the Covered Entity.
- C. Except as otherwise limited in this Agreement, Business Associate may disclose PHI possessed by Business Associate in its capacity as a Business Associate of Covered Entity for the proper management and administration of Business Associate or for carrying out the legal responsibilities of Business Associate if the disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to such person, and such person agrees to notify Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached.
- D. Except as otherwise limited in this Agreement, Business Associate may access and use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR §164.504(e)(2)(i)(B).

III. ADDITIONAL DISCLOSURES WHICH BUSINESS ASSOCIATE MAY MAKE

Business Associate may disclose PHI in the following circumstances pursuant to 45 CFR §164.512:

- 1) *Uses and disclosures required by law.*
- 2) *Uses and disclosures for public health activities.*
- 3) *Uses and disclosures for health oversight activities.*
- 4) *Disclosures for judicial and administrative proceedings.*
- 5) *Disclosures for law enforcement purposes.*
- 6) *Uses and disclosures about decedents.*
- 7) *Uses and disclosures to avert a serious threat to health or safety.*
- 8) *Uses and disclosures for specialized government functions.*

IV. OBLIGATIONS OF COVERED ENTITY

- A. **Provision of Document Templates.** Covered Entity shall notify Business Associate of any limitation(s) contained in the Notice of Privacy Practices and Authorization Form that the Covered Entity produces in accordance with 45 CFR §164.520 and 45 CFR §164.508, respectively, to the extent that such limitation may affect Business Associate's access, use or disclosure of PHI.
- B. **Permissions.** Should an Individual change or revoke permission to use or disclose PHI, Covered Entity shall provide Business Associate with the change, if such change affects Business Associate's permitted or required uses and disclosures.
- C. **Restrictions.** Covered Entity shall notify Business Associate of any restriction(s) on the use or disclosure of PHI to which the Covered Entity has agreed in conformity with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. **Permissible Requests by Covered Entity.** Covered Entity shall not request that Business Associate access, use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- E. **Access and Copies.** Covered Entity may send Business Associate any Individual request for access to a copy that Individual's PHI, under 45 CFR §164.524.
- F. **Accounting.** Covered Entity can request the timeframe and manner by which Business Associate may document and make available an accounting of disclosures under 45 CFR §164.528.
- G. **Representations.** Covered Entity represents and warrants that its Notice of Privacy Practices permits Covered Entity to access, use and disclose PHI in the manner that Business Associate is authorized to access, use and disclose PHI under this Agreement and the Underlying Agreement.

V. EFFECTIVE DATE, TERM & TERMINATION

- A. **Effective Date, Term.** This Agreement is effective as of the effective date in the first paragraph above and shall remain in effect until the expiration of the term of the Underlying Agreement (including any extensions thereof), or until earlier terminated thereunder or hereunder (but only when all the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions herein).

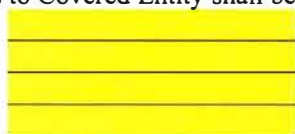
- B. **Termination for Cause.** If either party believes the other party is in material breach of this Agreement and/or believes it has knowledge of a pattern of activity or practice constituting a material breach or violation of the other party’s obligations under this Agreement, that party shall immediately notify the other party in writing and, if such breach is curable, shall provide the other party with an opportunity to take reasonable steps to cure the breach and/or end the violation within thirty (30) days of notification; if the breach is incurable or if the breach is not cured and/or the violation is not ended within the specified time frame, the notifying party may terminate this Agreement. If neither termination nor cure is feasible, the notifying party shall report the violation to the Secretary. Termination of this Agreement shall serve to terminate the Underlying Agreement. These termination rights are in addition to and not in lieu of any termination rights in the Underlying Agreement.

- C. **Effect of Termination.** Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. In the event that Business Associate believes that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If, in its sole discretion, Covered Entity determines that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further access, use and disclosure of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. NOTICES

A. Notices to Business Associate shall be sent to:
UPMC Benefit Management Services, Inc.
600 Grant Street
Corporate Compliance Office
Pittsburgh, PA 15219

B. Notices to Covered Entity shall be sent to:



VII. MISCELLANEOUS

- A. **Regulatory References.** A reference in this Agreement, to HIPAA and/or a regulation issued pursuant to HIPAA means the section as in effect or as amended.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with HIPAA.
- C. **Survival.** Any and all obligations of the Covered Entity or Business Associate that are intended to and/or that would naturally survive the expiration or termination of this Agreement shall do so.
- D. **Interpretation and Conflict.** Any ambiguity in this Agreement shall be resolved to permit compliance with HIPAA. In the event of a conflict between the terms of this Agreement and the terms of the Underlying Agreement, the terms of this Agreement shall prevail, with respect to the subject matter herein.
- E. **Entire Agreement, No Third-Party Beneficiaries.** This Agreement is the entire agreement of the parties with respect to the subject matter herein, supersedes all prior agreements whether in writing or oral, and is not intended to confer on any party, other than the parties hereto, any right, benefit, remedy or obligation.

IN WITNESS WHEREOF, the parties hereto execute this Agreement, intending to be legally bound hereby:

COVERED ENTITY

BUSINESS ASSOCIATE

Laramie County

EBenefits Solutions, LLC

Signature

Signature

Name

Megan G. Grumbine

Title

Chief Privacy Officer
Title

Date

Date

Schedule 2 – SUMMARY OF SERVICES AND FEES Laramie County

NUMBER OF LIVES								
Total	Active	Separated	COBRA	ACA	Pre-65 Retirees	Post-65 Retirees	Survivors	QMESCO
606	606	0	0	0	0	0	0	0

INTEGRATIONS					KEY DATES	
# EXPORT FILES AND VENDOR NAMES	# IMPORT FILES AND SYSTEM NAMES	# STANDARD PAYROLL FILE(S) AND NAMES	# CUSTOM PAYROLL FILE(S) AND NAMES	# SSOs AND TARGET SYSTEMS	TARGET GO-LIVE DATE	ANNUAL ENROLLMENT DATES
(6) BCBSWY Med Delta Dental Prudential Further FSA MASA VB VSP Vision	(2) Census	(1) Payroll report			7/17/2023	1 st and 2 nd Weeks of May

IMPLEMENTATION FEES			
	Yes/No	FEE	COMMENTS
1. Eligibility & Enrollment	Yes	Waived	New EDI feeds will be priced and approved as Change Orders
2.			
3.			
4.			

CORE BENEFITS ADMINISTRATION (SOW - Schedule 3)			
SERVICE	Yes/No	FEE	COMMENTS
1. Eligibility & Enrollment	Yes	\$2.85 PEPM	
2. Billing & Financial Reporting	Yes	Included	
3. Dependent and Life Verification	Yes		Self administered
4. QMCSO	No		
5. Decision Support	No		
6. Sofia	Yes	Included	
7. Member Services	Yes		
8. SMS/Cellular Phone Text Message	No		
9. Personalized Navigation	No		
10. Total Rewards	No		
11. Annual Enrollment	Yes		
12. Implementation Services	Yes		
13. Account Management	Yes	Included	
14. Compliance	Yes	Included	

AFFORDABLE CARE ACT SERVICES (SOW - Schedule 4)			
ACA SERVICE	Yes/No	FEE	COMMENTS
1. ACA Status Tracker	No		
2. 6055/6056 Compliance (including data storage, reporting, IRS transmittal)	Yes	\$0.50 PEPM + 5,000 1094-C Transmission Fee	
3. 1095-B/C and Exchange Notice fulfillment	Yes	Pass through	
4. ACA Appeals Support	Yes	Included	
STATE MANDATE SERVICES			Only available with ACA Service
1. California	No		
2. DC	No		
3. New Jersey	No		
4. Rhode Island	No		Details for the state of RI will be formalized following the release of guidance from the state.

*Postage and fulfillment are passthrough costs.
 Additional / new EDI feeds will be billed at \$225/hour.
 Data clean-up and additional services may be added through a change order.

COBRA and CONTINUATION OF COVERAGE (COC) (SOW - Schedule 5)			
SERVICE	Yes/No	FEE	COMMENTS
1. Administrative Services	No		
2. Qualifying Event Notices	No		
3. Initial Rights Notices	No		
4. Unavailability of Coverage Notice	No		Included in the admin fee
5. Conversion Notice	No		Included in the admin fee
6. Termination of COBRA/COC	No		Included in the admin fee

*Postage is a pass-through cost for all printed and mailed notices

DIRECT BILL SERVICES (SOW - Schedule 6)			
SERVICE	Yes/No	FEE	COMMENTS
1. Administrative Services, including invoicing, documentation, communication, and payment collection via the eBenefits system.	No		

*Postage is a pass-through cost for all printed and mailed notices

CONSUMER ACCOUNTS (SOW - Schedule 7)			
SERVICE	Yes/No	FEE	COMMENTS
1. Health Flexible Spending Account (FSA) Administration Services	No		
2. Limited Purpose FSA Administration Services	No		
3. Dependent Care FSA Administration Services	No		

4. Health Reimbursement Account (HRA) Administration Services	No		
5. Health Savings Account (HSA) Administration Services	No		
6. Parking and Transit Administration Services	No		
*Postage is a pass-through cost for all printed and mailed notices			

ADMINISTRATIVE SUPPORT SERVICES (SOW – Schedule 8)			
SERVICE	Yes/No	FEE	COMMENTS
1. Dependent Verification Services	No		
2. Life Verification Services	No		
3. Medicare Support	No		
4. Condolence Services	No		
5. Member Communications (fulfillment)	No		
6. Return Mail	No		
7. Other			
*Postage is a pass-through cost for all printed and mailed notices			

Schedule 3 – CORE BENEFITS ADMINISTRATION SERVICES

Eligibility & Enrollment – Included Services

The services covered under the Enrollment and Eligibility section include, but are not limited to: HRIS integration, employee data management, eligibility determination, employee self-service, and benefits enrollment activities (e.g., new hire, life events, etc.), exports to carriers, TPA's and payroll, and plan sponsor support (e.g., administrator access and reporting tools).

SERVICES	OWNER	
Category	EBenefits or EBenefits System	Client/Employer or Client's/Employer's Vendor (Third-Party)
<p>1. ELIGIBILITY & ENROLLMENT</p>	<p><u>Covered populations</u></p> <ul style="list-style-type: none"> • Active employees and students (full-time, part-time, temporary, seasonal, fixed term, non-union/union, and other benefits-eligible identified during discovery for the initial implementation. • Separated employees (suspensions, layoffs, severance, termination) • Pre-65 Retirees (non-Medicare) • Post-65 Retirees • COBRA and Continuation of Coverage qualified beneficiaries • Survivors • Dependents of the above populations <p><u>Plans supported</u></p> <ul style="list-style-type: none"> • Medical Plan – Active • Prescription Drug • Dental Plan – Active • Vision Plan – Active • Healthcare Flexible Spending Account (HCFSA) • Limited Purpose Flexible Spending Account (LPFSA) • Dependent Care Flexible Spending Account (DCFSA) • Health Savings Account (HSA) • Health Reimbursement Accounts (HRA) • Commuter Benefits • Adoption Benefits • Tuition Reimbursement • Employee Basic Life Insurance • Employee Supplemental Life Insurance • Spouse/Domestic Partner Supplemental Life Insurance • Child(ren)supplemental Life Insurance • Employee Basis AD&D • Employee Supplemental AD&D • Spouse/Domestic Partner Supplemental AD&D • Child(ren) Supplemental AD&D • Short Term Disability (STD) • Long Term Disability (LTD) • Employee Assistance Program (EAP) • Voluntary Benefits Plans Including: 	<p><u>Benefit Plans</u></p> <ul style="list-style-type: none"> • Provides plan designs. • Serves as plan fiduciary (i.e., final appeals, compliance • Vendor and contacts • Plan and eligibility rules • Employee/Employer contributions, credits and/or surcharges, subsidy amount for split bills • Plan Design Data • Rate Structures • Service Areas for ACOs and HMOs • Out of area networks <p><u>Raw materials including</u></p> <ul style="list-style-type: none"> • Plan documents (comprehensive plan documents, ERISA SPDs, and CMS-compliant format SBC for each applicable product). • Member documents • Content, opening and closing messages for employee events. <p><u>Ongoing HR Data</u></p> <ul style="list-style-type: none"> • Ensure data specifications are provided by vendors. • Provide accurate and timely data and data changes. • Send census file based on agreed-upon transmission parameters. • Review and resolve identified errors. • Manage one-off or emergency carrier updates. • Accurately initiate events by data change or client HR

	<ul style="list-style-type: none"> • Accident • Critical Illness • Device Protection • Group Legal • Group Auto/Home • Hospital Indemnity • Individual Disability • Identity Theft • Long-term Care • Pet Insurance • Student Loan • Term Life • Other <p><u>Website Configuration</u></p> <ul style="list-style-type: none"> • Based on client-defined specifications, the discovery and raw materials provided during initial implementation. • Will provide standard system language for online System messaging if specific messages are not provided. • Provide first-time user functionality allowing members to establish their unique sign-on and password. • Multi-factor authentication • Ability to store multiple UIDs. • Ability to create UIDs for new members. • Require system re-authentication after 20 minutes of inactivity. • Track participant sessions, web pages viewed, and actions taken. • Provide ongoing single sign-on connections into the platform. • Allow members to designate communications delivery preferences and consent to the electronic delivery of communications. • Ability to use Client's logo and colors to brand the site. • Allow members to update indicative data via self-service functionality. <p><u>System Maintenance</u></p> <ul style="list-style-type: none"> • Maintain eligibility rules, rates, and services covered by the Agreement. • Store and maintain ZIP code overrides as exceptions to standard service areas ongoing by the participant. <p><u>Employee Self-Service Functionality</u></p> <ul style="list-style-type: none"> • Reference Center materials • Provide a website designed using responsive web design. • Available 24/7 (except during scheduled downtimes) 	<p>administrator using the correct event.</p> <ul style="list-style-type: none"> • Identify elections requiring evidence of insurability (EOI) and assign default coverage (Guaranteed Issue) pending carrier determination. • Inform employees of the EOI process and provide resources to complete EOI. • Third-party to provide EOI approval/denial to Client, Workpartners and employee, as mutually agreed by Workpartners, Client, and third-party. • Update coverage to reflect EOI approval or return member to prior election if EOI denied. <p><u>Carrier/Vendor Integration (Third-party)</u></p> <ul style="list-style-type: none"> • Define integration specifications including: <ul style="list-style-type: none"> • Format • Frequency • Method of Transmission • Business Rules • Resolve identified errors. • Manage one-off or emergency carrier updates.
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	<ul style="list-style-type: none">• Provide MyChoice Mobile App including:<ul style="list-style-type: none">○ View current plan details, dependent information, beneficiaries, personal documents, and messages.○ Upload photos of ID cards○ Upload verification documents○ HSA (elected amount) – if available○ FSA (elected amount) – if available○ Access Sofia○ Provide Plan detail capability to allow for comparison of available plans. <p><u>Decision Support</u></p> <ul style="list-style-type: none">• Enable plan comparisons• Provide MyChoice Recommendation Engine (MCRE), if applicable:• Pre-created questions• Support for Customer configured questions.• Analytics for Customer review (e.g., aggregated response to questions, demographics for tool utilization)• Based on national averages <p><u>Site viewing</u></p> <p>The site is best viewed with the most recent, stable version of the browsers below:</p> <ul style="list-style-type: none">• Google® Chrome - Recommend current and 10 previous versions.• Mozilla Firefox® - Recommend current and 7 previous versions.• Microsoft® Edge – Recommend current and 5 previous versions.• Microsoft® Internet Explorer 11- Recommend final version.• Apple® Safari – Recommend current plus 3 previous versions.• (Updated browser information is available on the site). <p><u>Ongoing HR Data Services</u></p> <ul style="list-style-type: none">• Define import specifications, including format, frequency, method of transmission, and business rules.• Establish ongoing import files.• Configure the System according to file specifications.• Load ongoing census files to the System via the defined parameters.• Default any required fields not provided on the census file by the Client.• Provide access for clients to utilize administrative tools/dashboards.	
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	<ul style="list-style-type: none">• Review and manage the resolution of identified errors. <p><u>Eligibility Determination and Events Management</u></p> <ul style="list-style-type: none">• Configure system events based on plan and eligibility rules.• Identify and initiate events including but not limited to new hire, rehire, job status change, change of address, leave of absence, termination, transfers, disability, death, retirement, Medicare enrollment, and family status change.• Determine benefit plan option availability and calculate prices and/or credits.• Accept dependent information online or via the service center and retain records.• Accept and process enrollment elections on the System.• Identify elections requiring evidence of insurability (EOI) and assign default coverage (Guaranteed Issue) pending carrier determination.• Inform employees of the EOI process and provide resources to complete EOI, including access to carrier forms via Reference Center (member completes and returns to the carrier)• Link to carrier website via URL• Link to carrier website via SSO• Present EOI questions on the System via web services with the carrier/third party.• Update coverage to reflect EOI approval or return member to the prior election if EOI denied¹• Calculate imputed income for all applicable benefits (i.e., life insurance, domestic partner coverage)• Accept beneficiary designation and store it electronically within the System.• Provide online Primary and Contingent beneficiary designations permitted.• Edits to ensure allocations total one hundred percent (100%).• Assign default coverage to participants who do not enroll by the enrollment deadline.• Identify dependents reaching the Plan's maximum age of eligibility and notify Employer and participants in advance of coverage termination or a reduction of life benefits due to reaching age bands when appropriate based on Client specifications.	
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	<ul style="list-style-type: none">• Terminate coverage for dependents who have reached maximum age of eligibility.• Identify COBRA Qualifying event and offer COBRA.²• Produce and distribute communications.• Provide access to transaction history.• Capture paid-through dates in System and transmit on files. <p><u>Carrier/Vendor Integration</u></p> <ul style="list-style-type: none">• Configure outbound carrier/vendor eligibility files.• Deliver export file to carrier/vendor based on agreed-upon transmission parameters.• Send import file to EBenefits based on agreed-upon transmission parameters.• Load import file from carrier/vendor based on agreed-upon defined parameters.• Provide import/export dashboard including file received, processing details, errors identified and control totals.• Review identified errors with carrier/vendor and manage resolution process.• Resolve identified errors.• Document resolution in import/export dashboard.• Manage data feed changes captured using the Change Control Process³ <p><u>Payroll File Processing</u></p> <ul style="list-style-type: none">• Generate payroll deduction file(s) based on member elections per the defined requirements and business rules.⁴• Provide payroll dashboard including file delivered, processing details, errors identified, and control totals.• Review identified errors and manage the resolution process.• Document resolution in payroll dashboard.• Support data feed changes required/requested by the Client's third-party vendor through a change control process.⁵ <p><u>System Reporting</u></p>	
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¹ In case of any conflict between participant benefits election confirmation and an official plan document, Client shall be responsible for any benefit payments owed more than the plan document that is not otherwise payable by the insurance carrier, and in no event shall such amounts be the responsibility of EBenefits or its Vendor.

² Client must provide timely notification of COBRA triggering events to EBenefits to ensure guidelines may be met. Client represents that it has reviewed and understood the information communicated in Schedule 3-A Client Guide to Configuring, Implementing and Maintaining COBRA Business Requirements in eBenefits.

³ EBenefits cannot guarantee the quality of file exports when changes or modifications to file formats or data values occur without prior notification from the carrier and/or Client.

⁴ The Standard Payroll File will be provided as the default.

⁵ EBenefits cannot guarantee the quality of file exports when changes or modifications to file formats or data values occur without prior notification from the carrier and/or Client.

	<ul style="list-style-type: none"> • Provide a self-service reporting tool and dashboard including the following: <ul style="list-style-type: none"> • Standard Reports • Custom Reports • Build-a-Report • Ensure that security protocol is applied to reporting functionality (i.e., users can only access data as authorized) • Allow reports generated to be printed, viewed online, or exported (Excel and CSV) • Allow users to save and share reports and formats on EBenefits System. 	
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Billing & Financial Reporting – Included Services

EBenefits provides billing and financial reporting tools through the EBenefits platform, which delivers reconciled bills easily reportable by division, location, and carrier. The billing and financial reporting tools operate from a single-source platform and allow all billing rules, generation, and historical information to be tracked on the same platform as the eligibility information.

SERVICES	OWNER	
Category	EBenefits or EBenefits System	Client/Employer or Client's/Employer's Vendor (Third-Party)
2. BILLING & FINANCIAL REPORTING	<ul style="list-style-type: none"> • Define and outline processes for billing and financial reporting. • Configure premium reporting, which will run twelve (12) times yearly, with reports and extracts for complete calendar months.¹ • Utilize plan rates in the calculation of ASOs/Premiums for financial reporting and carrier billing <p>Create and verify monthly detail and summary reports including: <u>Location Detail</u> – includes all employees, coverages for all benefits, and location <u>Location Summary</u> – summarizes the Location Detail and reflects the actual benefits costs/premiums <u>Organization Summary</u> – consolidation of each location and reflects the cumulative total benefit costs/premiums for all locations <u>Vendor Detail</u> – “list bill” by the vendor for all applicable charges for the billing period <u>Vendor Summary</u> – summary by the vendor for the specific amount owed to the vendor</p> <ul style="list-style-type: none"> • Monthly, apply adjustments based on vendor rules • Provide invoices for the Client to review • Review initial Invoices and provide adjustments/approve • Provide final invoices to the Client • Set up custom billing reports for an additional fee. 	<p>Provide the following information for setup and ongoing maintenance:</p> <ul style="list-style-type: none"> • Premiums/ASOs • Carriers to inclusion in reporting • Business/organizational reporting needs • Billing/payment schedules and rules • Location payment tracking • Pay carriers based on final invoices

	¹ Retros will show on the Invoice reports separate from the contributions; they will identify what month the credit/debit is for.	
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Dependent and Life Event Verification Services – Included and Optional Services

Self-Administered Dependent and Life Event Verification service transactions use the System to pend for verification before adding a dependent to coverage(s) based on the Client’s business rules. Member and dependent coverage and contributions will be updated, if applicable, based on the results of this process.

If selected, EBenefits will leverage technology to provide instant verification of documents, streamlining initial document reviews.

SERVICES	OWNER	
Category	EBenefits or EBenefits System	Client/Employer or Client’s/Employer’s Vendor (Third-Party)
<p>3. DEPENDENT AND LIFE VERIFICATION SERVICES</p>	<ul style="list-style-type: none"> • Configure the System based on parameters, including whether verifications will be self-service or use technology to perform the initial document review. • Develop system communications members will see throughout the verification process • Identify transactions requiring verification based on member elections and pend for verification. • Communicate the verification process to members. • Identify transactions requiring verification based on member elections and pend for verification. • Communicate the verification process to members on the website. • Receive member document upload, record, and store it to the member’s record • Instant verification capabilities will provide the initial document review if the service is elected and configured.¹ • When sufficient documentation has been supplied, approve the pending transaction. • If insufficient documentation is provided, advise the member that additional documentation is required.^{2,3} • Deny transactions where the member does not provide sufficient documentation within the specified timeframe. • Communicate the results of the verification process to the member. • If selected as an optional service, EBenefits will leverage technology to provide instant verification of documents, streamlining initial document reviews. <p>¹ The Client will review and approve any documents that cannot be automatically approved through the Instant Verification process. For an additional fee, EBenefits Administrators can review and approve transactions for processing on the Client’s behalf and offer an appeal opportunity, if applicable.</p> <p>² If partial documentation is submitted, the System will approve transactions for any members/dependents for which documentation was provided.</p> <p>³ Additional support includes communication via email only.</p>	<p>Define verification parameters, including:</p> <ul style="list-style-type: none"> Dependents and coverage types and transactions requiring verification Acceptable documentation Verification timeframes Appeals procedures Review and approve communications Client or Client’s employee submits required documentation via upload to website or mail Review documents for approval, denial and/or to determine if additional documentation is required. Offer an appeal opportunity, if applicable. Provide final appeal determination when required.

Qualifying Medical Child Support Order (QMCSO) – Optional Services

EBenefits can support the Client’s obligation to administer health coverage for applicable dependents by providing QMCSO Administration or QMCSO Qualification services if elected.

SERVICES	OWNER	
Category	EBenefits or EBenefits System	Client/Employer or Client’s/Employer’s Vendor (Third-Party)
4. QMCSO	<ul style="list-style-type: none"> Configure System to administer QMCSO Update communication templates (Received Notice, Approval Notice, Denial Notice, Revoke Notice), if required. Store communications In Document Center. <p><u>QMCSO Administration</u></p> <ul style="list-style-type: none"> Receives notification and valid documents from the Client Changes to the dependent relationship in the System. Enrolls dependent(s) in appropriate coverage(s) <p><u>QMCSO Qualification & Administration</u></p> <ul style="list-style-type: none"> Configures changes to the dependent relationship on the System. Sends appropriate communication. Updates System to reflect the appropriate dependent relationship Enroll dependent(s) in coverage(s) 	<ul style="list-style-type: none"> Receives Part A - Notice to Withhold for Health Care Coverage for the Employer to withhold any employee contributions required by the group health plan(s) in which the child(ren) is/are enrolled. Receives Part B – Medical Support Notices to the Plan Administrator and provides to each group health plan to enroll the eligible child(ren) Validates document validity Changes/ensures dependent relationship is changed Approves communication templates Sends/ensures appropriate communication pieces Makes/ensures System updates reflect the appropriate dependent relationship. Enroll/ensures dependent(s) are enrolled in coverage(s)

Decision Support – Included and Optional Services

Plan Compare and MyChoice Recommendation Engine (MCRE) are options that help employees through the stressful benefit selection process.

SERVICES	OWNER	
Category	EBenefits or EBenefits System	Client/Employer or Client’s/Employer’s Vendor (Third-Party)
5. DECISION SUPPORT	<p><u>Plan Compare</u></p> <ul style="list-style-type: none"> Define program Configure on the system to display comparative plan values for specified subgroups Test comparisons Resolve issues Allow specified subgroups to compare medical, dental, and vision plans based on requirements <p><u>MyChoice Recommendation Engine</u></p> <ul style="list-style-type: none"> Define program 	<ul style="list-style-type: none"> Approve program design. For MCRE, approve methodology. Test Approve decision support during UAT

	<ul style="list-style-type: none"> • Configure MyChoice Recommendation Engine (MCRE)¹, if applicable: <ul style="list-style-type: none"> ○ Pre-created questions ○ Support for Customer configured questions is optional. ○ Analytics for Customer review (e.g., aggregated response to questions, demographics for tool utilization) are standard ○ Based on national averages • Test comparisons • Resolve issues • Allow members to compare medical, dental, and vision plans based on requirements <p>¹ <i>Lowest cost which is the Best Match is the default methodology.</i></p>	
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Sofia – Included

Online support will be available through Sofia, your employee’s personal benefits assistant, 24 hours/day, 7 days/week. She is Available in 27 languages to answer questions and assist with specific tasks, and Sofia will provide access to a customer service number if she cannot help.

SERVICES	OWNER	
Category	EBenefits or EBenefits System	Client/Employer or Client’s/Employer’s Vendor (Third-Party)
<p>6. SOFIA</p>	<ul style="list-style-type: none"> • Define content and tasks for inclusion in Sofia support. • Configure Sofia based on rules defined during implementation. • Provide online support in 27 languages via personal benefits assistant, Sofia, 24 hours/day, 7 days/week, including: <ul style="list-style-type: none"> ○ Providing client announcements or alerts upon opening the chat window ○ Answering General questions, including ID card wait times, vendor information (including phone number), how to find personal documents, open enrollment and new hire enrollment date, time remaining in enrollment ○ Access to plan information details ○ Retrieves tagged Reference Center documentation ○ Understands COBRA, MyChoice Accounts balance for FSA and/or HSA, Verification, and enrollment status to direct the member on action required ○ Pulls responses from a standard glossary ○ Ability to carry out specific tasks at the member’s request (update beneficiary, start enrollment); support integrated in enrollment experience 	<ul style="list-style-type: none"> • Approve program design. • Approve content.

	<ul style="list-style-type: none"> Provides access to the Workpartners service center phone number for instances where she cannot answer the member's question. Sofia languages include Arabic, Czech, Danish, Dutch, English, Filipino, Finnish, French, German, Greek, Hindi, Hungarian, Italian, Japanese, Korean, Mandarin, Norwegian, Polish, Portuguese, Russian, Slovak, Spanish, Swedish, Turkish, Ukrainian, Vietnamese. 	
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Member Services – Included, and Additional Optional Services

When your employees want to speak with a live person, EBenefits' U.S.-based, award-winning service center, can answer your employee's website questions. Optional services such as telephonic enrollment support and answering benefits questions may also be supported upon request.

SERVICES	OWNER	
Category	EBenefits or EBenefits System	Client/Employer or Client's/Employer's Vendor (Third-Party)
7. MEMBER SERVICES	<ul style="list-style-type: none"> Provide telephonic access to the employee support team who will address system questions during service hours <ul style="list-style-type: none"> Monday through Friday, 7 AM – 10 PM Saturday, 8 AM – 3 PM Bilingual service team TransPerfect translation services available supporting 186 languages Log interactions on System <p><u>Other Available Member Support Services</u></p> <ul style="list-style-type: none"> Provides telephonic enrollment support, if applicable. Provides answers to benefits-related questions, if applicable. 	<ul style="list-style-type: none"> Approve service approach Provide answers to escalated questions.

SMS/Cellular Phone Text Messaging Notification – Optional Service

Clients can contract to use Ebenefits' SMS service to send targeted communications and reminders to employees through text messaging directly to their mobile devices.

SERVICES	OWNER	
Category	EBenefits or EBenefits System	Client/Employer or Client's/Employer's Vendor (Third-Party)
8. SMS/CELLULAR PHONE TEXT MESSAGING NOTIFICATION	<ul style="list-style-type: none"> Recommend an SMS communication plan. System set-up for SMS/Cellular Phone Text for standard and custom reminders Messaging Notification Functionality <ul style="list-style-type: none"> SMS messages can be sent to targeted groups of employees who have opted in. SMS messages may be scheduled, although delivery time not guaranteed. Sent/not sent status tracking is provided Content is limited to 160 characters per message; less than 140 is recommended. 	<ul style="list-style-type: none"> Approve communication approach. Encourage employees to opt in. Approve content.

	<ul style="list-style-type: none"> o Tables, images, and hyperlinks cannot be used. 	
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Personalized Navigation - Included and Optional Services

The services covered under Personalized Navigation include third-party vendor integration, eligibility determination, program engagement activities, and to help employees easily access other benefits and services the Client provides.

Activation Paths to EBenefits or its Affiliate’s Wellness, EAP, RxWell, Absence Management, and Worker’s Comp standard services are included.

Optional Services: SSOs, export files, Activation Path customization, navigation paths to other vendor services,

SERVICES	OWNER	
Category	EBenefits or EBenefits System	Client/Employer or Client’s/Employer’s Vendor (Third-Party)
<p>9. PERSONALIZED NAVIGATION</p>	<ul style="list-style-type: none"> • Complete discovery • Design the program • Configure the system • Configure Sofia to include a conversational flow promoting programs based on the most common questions and intents • Maintain eligibility rules • Establish export files when required • Provide integration or web-based link, as applicable. • Utilize templated widgets to present targeted messaging on the website • Present the Client’s other benefits information based on eligibility • Provide service link and phone number • Personalized Navigation to EBenefits’ Affiliate Services Wellness, EAP, RxWell, Absence Management, and Worker’s Comp standard services are included. • SSOs, export files, customization, and navigation paths to other vendor services are optional. • Offer email and text message templates, as required. 	<ul style="list-style-type: none"> • Provide goals • Approve the program • Manage third-party vendors • Provide program documents • Provide eligibility rules • Approve content

Total Rewards - Optional

EBenefits Total Rewards program enables the Client to spotlight the total value of employee benefits provided to employees. Total Rewards can increase awareness and understanding while amplifying the total benefit value to improve retention, drive desired behaviors, and maximize motivation.

SERVICES	OWNER	
Category	EBenefits or EBenefits System	Client/Employer or Client’s/Employer’s Vendor (Third-Party)
<p>10. Total Rewards</p>	<ul style="list-style-type: none"> • Complete discovery • Design the program 	<ul style="list-style-type: none"> • Define population(s) to receive Total Rewards view

	<ul style="list-style-type: none"> • identify data sets inside the system that may be used. • Configure total rewards view based on customer-defined rules • Refresh data via an automated process per frequency defined by the data source¹ • Provide printable statements via the system, annually² • Update changes defined through annual review³ <p>¹ Data is updated monthly, fees apply for more frequent updates. ² Printable statements are generated and printed by members. ³ Additional fees apply for configuration changes, i.e., statement redesign.</p>	<ul style="list-style-type: none"> • Define sources of data/data files • Select total rewards view • Review requirements annually and provide sign-off
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Annual Enrollment

Planning and executing your Annual Enrollment tasks to support the year-to-year changes for your various groups.

SERVICES	OWNER	
Category	EBenefits or EBenefits System	Client/Employer or Client's/Employer's Vendor (Third-Party)
11. ANNUAL ENROLLMENT	<p><u>Requirements and Planning</u></p> <ul style="list-style-type: none"> • Gather and review specifications for Annual Enrollment including, but not limited to: • Populations for inclusion • Changes to benefit offering, eligibility rules and/or plan design • Carrier changes • Employee/Employer contributions, credits and/or surcharges • Enrollment window • Coverage assignment rules <p><u>Configuration and Testing</u></p> <ul style="list-style-type: none"> • Configure the system based on client's specifications • Test configurations • Conduct AE testing • Track and resolve all issues <p><u>Annual Enrollment Delivery</u></p> <ul style="list-style-type: none"> • Update new year base pay for life insurance and other salary-based benefits (if applicable) • Calculate eligibility for included populations • Assign coverage based on Client's specifications • Create and distribute enrollment communications • Provide an enrollment window to the eligible population on the website • Accept and process member elections • Apply default coverage to members not making an election based on the Client's rules • Support dual-year processing 	<ul style="list-style-type: none"> • Provide desired AE dates • Provide all scope, benefits, rates, carrier, and other changes needed for Annual Enrollment. <ul style="list-style-type: none"> ○ Rates only – 4-6 weeks prior ○ New vendors/plans/wellness – 6-8 weeks prior ○ New eligibility rules / new census / payroll vendor changes – 8-10 weeks prior • Provide base pay updates for life insurance and any other salary-based benefits (if applicable) • Conduct AE testing • Provide communications and messaging updates

	<ul style="list-style-type: none"> • Product and distribute confirmation statements via the system • Provide eligibility data to carriers/vendors • Determine new plan year deductions and update the system for appropriate payroll withholding amounts • Determine new plan year deductions and apply to direct billing • Calculate new plan year premiums and include in carrier reporting • Produce annual enrollment reports, including a daily summary of annual enrollment statistics during the enrollment period. 	
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Implementation Services

Planning and executing services outlined in the Agreement and supporting additional implementations of new services and changes using the Change Control Process.

SERVICES	OWNER	
Category	EBenefits or EBenefits System	Client/Employer or Client's/Employer's Vendor (Third-Party)
12. IMPLEMENTATION	<p><u>Staffing and Resources</u></p> <ul style="list-style-type: none"> • Assign an Implementation Manager who will: <ul style="list-style-type: none"> ○ Create an Implementation Project Plan including tasks required to implement services in scope, including due dates, tasks, responsible entities/people for tasks and task dependencies, milestones, and Gantt chart for a successful launch on the planned Go-Live Date as defined in the Agreement. ○ Coordinate Implementation activities ○ Serve as a single point of contact for the duration of the implementation project ○ Manage and coordinate all EBenefits' staff efforts • Assign implementation resources • Assign an executive sponsor who will advocate for both parties throughout the project, assist with resolving escalated issues and ensure alignment of the resources necessary to deliver the project scope. <p><u>Project Management</u></p> <ul style="list-style-type: none"> • Provide the Client with an overview of EBenefits' implementation methodology and tools. • Maintain implementation plan weekly • Schedule and facilitate meetings, including: <ul style="list-style-type: none"> ○ Project kick-off ○ Project status meetings ○ Project governance meetings ○ Requirements gathering sessions ○ Working sessions (as required) ○ Validation and testing sessions • Maintain open items list and risk tracker, including all actions, decisions, questions, and risks 	<p><u>Staffing and Resources</u></p> <ul style="list-style-type: none"> • Assign a single point-of-contact responsible for coordinating with Client's staff, consultants, and vendor throughout the duration of the implementation. • Assign all necessary internal and external SMEs and resources needed to support the timely implementation. • Assign an executive sponsor / point of escalation. <p><u>Project Management</u></p> <ul style="list-style-type: none"> • Provide contact list and other requested information • Respond to outstanding questions • Collaborate to resolve issues and risks • Provide project signoffs • Follow the change control process <p><u>Requirements</u></p> <ul style="list-style-type: none"> • Provide all requested raw materials prior to discovery sessions • Provide comprehensive documentation • Approve defined requirements <p><u>Data Conversion¹</u></p>

	<ul style="list-style-type: none"> • Define and document contacts, contact information and procedures for issue resolution and project signoff • Partner with Client and/or Third Parties to identify and create risk mitigation plans (if needed) • Post all critical documentation via the document center. • Respond to change control requests before work commences. <p>Requirements</p> <ul style="list-style-type: none"> • Provide a list of raw materials required (i.e., benefits guides, census data, SPDs). • Conduct discovery sessions to define requirements for all in-scope services including, but not limited to: <ul style="list-style-type: none"> ○ Data conversion sources and specifications ○ HRIS/Payroll file specifications (including format, frequency, method of transmission, pay schedule(s) and business rules) ○ Plan offering and eligibility rules ○ Employee/Employer contributions, credits, surcharges, and rate structures ○ Plan Design Data ○ Business rules ○ Member experience (e.g., authentication criteria, engagement pieces, delivery method, EBenefits layout/content, opening/closing messages for employee events, Reference Center materials, content visibility rules, etc.) ○ Carrier account structure ○ Billing and/or reporting needs ○ Third Party Integration specifications (e.g., EDI, SSO, web services; including format, frequency, method of transmission and business rules) ○ Administrator Access rules ○ Reference Center content/visibility <p>Data Conversion</p> <ul style="list-style-type: none"> • Define all sources of data conversion • Request data from Client's vendors / carriers • Accept conversion data from the defined sources • Develop and test import configuration used to import data to the System • Test and verify import of data against source data • Generate error reports after processing each test Import and when final data is imported into production. • Resolve errors identified • Accept historical data and post to the Document Center for Administrator Access only. <p>Configuration and Testing</p> <p>Configure system based on specifications for all services in scope</p> <p>Configure integrations according to specifications</p> <p>Configure payroll deduction file according to specifications</p>	<p>Provide conversion data to EBenefits, in mutually agreed upon format, including:</p> <p>Employee census / indicative data Dependent indicative data Inactive participant and retiree Indicative data COBRA indicative data Current benefit coverage Beneficiary data QMCSO data and images Resolve identified errors Provide imports to testing (i.e., HRIS file) Data Testing Timely data testing by carriers and vendors Identify and resolve issues Client provides sign off for Go Live readiness</p> <p>¹ EBenefits assumes a minimum of two (2) rounds of data will be supplied by Client's carriers / vendors (one test and one final conversion file) in support of initial system configuration, client acceptance, client acceptance testing, and Go Live.</p> <p>Go-Live Review the go-live checklist Provide written approval to Go live</p>
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	<p>Develop the test plan and execute testing of system configuration</p> <p>Identify comprehensive test scenarios accounting for variations in eligibility, calculation, member experience</p> <p>Provide additional test scenarios for known special populations (i.e., executives, grandfathered groups, historically difficult populations/provisions.</p> <p>Identify test cases for defined scenarios</p> <p>Develop test plan for internal and client testing</p> <p>Facilitate validate and testing sessions</p> <p>Provide test files to all carriers/payroll/vendors</p> <p>Process files and provide results</p> <p>Track issues and provide resolution plan</p> <p>Make corrections to system/resolve issues</p> <p>Complete full-cycle integration testing including:</p> <p>Imports</p> <p>Transaction processing</p> <p>Carrier/vendor exports</p> <p>Payroll exports</p> <p>Validation of additional services</p> <p>Administrator Training</p> <p>Demonstrate the system</p> <p>Complete the training session</p> <p>Provide training manual and videos to review the most-used features and functions</p> <p>Go-Live</p> <p>Develop and execute a go-live checklist</p> <p>Go live on the system</p>	
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Account Management

EBenefits is committed to delivering outstanding service. An Account Manager, backed by support teams, will be your primary point of contact to ensure requirements are met and employee inquiries are resolved.

SERVICES	OWNER	
Category	EBenefits or EBenefits System	Client/Employer or Client's/Employer's Vendor (Third-Party)
13. ACCOUNT MANAGEMENT	<p><u>Service Delivery</u></p> <ul style="list-style-type: none"> • Clearly outline and define roles and responsibilities • Provide account management contact information • Maintain a succession plan for key personnel • Provide a documented process and contact list for issue escalation and resolution • Provide timely assistance from 8 AM to 5 PM Eastern Monday - Friday (not including holidays) to support: <ul style="list-style-type: none"> • Systems training and support services • System troubleshooting assistance and support • Administrator setup and maintenance support • Assistance with review of export reports 	<ul style="list-style-type: none"> • Identify ongoing roles and responsibilities and provide a preferred contact list. • Provide an escalation path and contact information • Notify Workpartners of administrator responsibility changes • Facilitate communication and provide feedback • Attend status calls, governance meetings, and annual planning meeting

	<ul style="list-style-type: none"> • Conduct regular status calls • Conduct quarterly executive governance meetings • Conduct annual planning meeting outlining goals and targeted initiatives for the upcoming year • Request updates to plan rules, processes and/or services annually or as needed. • Formally document all change requests (including changes that do not impact fees) before the start of any work 	<ul style="list-style-type: none"> • Follow the change control process, including providing sign-off.
<p>Compliance EBenefits will provide best practices and key compliance information to drive compliance t the federal level and provide State/Local guidance as possible.</p>		
SERVICES	OWNER	
Category	EBenefits or EBenefits System	Client/Employer or Client's/Employer's Vendor (Third-Party)
14. COMPLIANCE	<ul style="list-style-type: none"> • Administer each plan according to plan rules and provisions provided to EBenefits • Update systems for IRS limits related to benefit plan under this Agreement • Update legal notices related to the Services performed under this agreement as legal/legislative updates occur • Ensure federally mandated legal notices related to the services performed under this agreement are provided to participants when required.¹ • Comply with HIPAA notification requirements limits related to benefit plans under this Agreement. <p>¹ Client is responsible for providing accurate and timely data needed for compliant processing.</p>	<ul style="list-style-type: none"> • Plan fiduciary • Establish plans • Provide plan rules and provisions to EBenefits • Administer each plan according to plan rules • Ensure federally mandated legal notices related to the services performed under this agreement are provided to participants when required. • Comply with HIPAA notification requirements limits related to benefit plans under this Agreement.

Schedule 3-A – Benefits Administration

Client Guide to Configuring, Implementing and Maintaining COBRA Business Requirements

This document is a Client guide to configuring, implementing and maintaining COBRA business requirements in eBenefits' Application. COBRA configuration varies per client; please consult your Attorney, COBRA Administrator or contact your eBenefits Implementation or Relationship Manager for any questions, concerns, or for additional details. *eBenefits does not provide – and this document does not contain – tax or legal advice. You should rely on your own legal, tax or benefits advisor and/or compliance department for advice regarding COBRA-related matters.*

Client Build Process	
During the Client implementation process, it is critical that the business requirements are identified, and proper configurations are established to handle all COBRA regulatory requirements. Steps to ensure a successful client build include:	
	<ul style="list-style-type: none"> • The Client and/or the Client's acting agent (legal counsel or COBRA administrator) plays an active role in the build process by identifying their business requirements, such as specific eligibility groups, benefit plans and events that are subject to COBRA. • After final review, the Client's authorized representative indicates acceptance that the system configuration captures and meets the needs of the Client's COBRA business requirements, including all eligibility groups, benefit plans and event configurations.
Initial Notices	
Each employer-sponsored group health plan (Plan) is required to provide each employee and each spouse who becomes covered under the Plan a general notice – sometimes referred to as an Initial Notice – describing COBRA rights. This notice explains COBRA and the steps necessary for notifying the Plan Administrator of a qualifying event. The general notice must be provided to the employee/spouse within the first 90 days of coverage.	
Based on the Requirements Document, eBenefits will provide Initial Notice (IN) information to the Client's COBRA Administrator regarding any employee or spouse who newly enrolls in one or more of Client's benefits designated as subject to COBRA, even if the individual has previously been sent an IN for a prior enrollment in a different benefit designated as subject to COBRA.	
If an employee initially enrolls with Employee Only coverage, and the spouse enrolls in coverage at a later date, eBenefits will provide Initial Notice information to the Client's COBRA Administrator regarding the spouse's enrollment within the first 90 days of coverage.	
Qualifying Events	
The employer is required to notify the Plan of the following Qualifying Events within 30 days after the event occurs: <ul style="list-style-type: none"> • Termination of the employee's employment for any reason other than "gross misconduct" • Reduction in the covered employee's hours of employment • Death of the covered employee • Covered employee becoming entitled to Medicare, or • Employer bankruptcy 	

The covered employee or a qualified beneficiary must notify the Plan within a time period of no less than 60 days set by the Plan of the following Qualifying Events:

- Divorce
- Legal separation or
- A child's loss of dependent status under the Plan

After receiving notice of a Qualifying Event, the Plan has 14 days to provide qualified beneficiaries with a Qualifying Event (or Election) Notice.

COBRA Configuration Process for Qualifying Events

eBenefits' COBRA Qualifying Event (QE) logic looks at four main criteria, included below:

- | | |
|--|--|
| | <ul style="list-style-type: none"> • Eligibility Group • Plan Eligibility • Event Eligibility • End Date of Coverage |
|--|--|

All four criteria must be met as "COBRA-Eligible" during the Client Build for eBenefits to provide the QE Notice information to the Client's COBRA Administrator.

Eligible COBRA Group + Eligible COBRA Plan + Eligible COBRA Event + End Date of Coverage = QE Notice Triggered

If one or more of the four criteria is indicated as non-COBRA eligible, QE Notice information will not be sent to the Client's COBRA Administrator.

Pre-Go-Live Terminations – For terminations that occur prior to Client's go-live date, it is the Client's responsibility to ensure COBRA compliance by ensuring that the COBRA Administrator is properly and timely notified by either the prior eligibility processor or eBenefits. If the Client wishes eBenefits to notify the COBRA Administrator of a termination that occurred prior to the Client's go-live date, the Client must notify eBenefits in writing.

COBRA Election Notice –Responsibilities of Client, eBenefits and COBRA Administrator

Once eBenefits receives notice of a COBRA Qualifying Event from the Client, eBenefits is responsible for providing the Qualifying Event information to the Client's acting COBRA Administrator. The COBRA Election Notice prepared by the COBRA Administrator explains the COBRA law, indicates the plan(s) being offered, the associated monthly premium(s), the election/enrollment procedures and other information required by law.

Qualifying Events

The following events will be defaulted in the eBenefits system as triggering a Qualifying Event notice unless Client advises eBenefits otherwise in writing:

- | | |
|--|--|
| | <ul style="list-style-type: none"> • Termination of Employment (both voluntary and involuntary) • Reduction in Hours • Medicare Eligibility • Divorce/Legal Separation • Loss of Dependent Child Status • Military Leave • Death of Employee • Full Time to Part Time • Benefit Ineligible • Severance |
|--|--|

Benefits Subject to COBRA

Benefits subject to COBRA may include the following, which will be defaulted as COBRA eligible unless Client advises eBenefits otherwise in writing:											
	<ul style="list-style-type: none"> • Medical • Dental • Vision • Healthcare FSA • HRA • Individual Coverage Health Reimbursement Account (ICHRA) • Prescription drug plans • Employee assistance programs (EAP / Wellness Programs) 										
Qualified Beneficiaries											
Qualified beneficiaries may include the following, which will be defaulted as COBRA eligible unless Client advises eBenefits otherwise in writing:											
	<ul style="list-style-type: none"> • Covered Employee • Employee's spouse (or Domestic Partner) or former spouse (or Domestic Partner) • Employee's Dependent Child 										
Transmitting Data on the Census											
Retroactive Qualifying Event-eligible changes could result in failure to provide a timely QE notice. By permitting retroactive changes, the Client may encounter COBRA compliance difficulties.											
Dates and changes in status must be transmitted on the same file. Failure to transmit dates and changes in status on the same file will result in failure to trigger a QE notice and could lead to non-compliance. While this requirement applies to all changes in status, a few examples follow:											
	<table border="1"> <tr> <td>Termination Date</td> <td>Status change from ANY to Terminated</td> </tr> <tr> <td>Transfer Date</td> <td>Change in eligibility</td> </tr> <tr> <td>Status Change Date</td> <td>Change in location, promotion to EXEC, Union to NONU, etc.</td> </tr> <tr> <td>Termination Date</td> <td>Status change from ANY to Terminated or Employee Death indicator</td> </tr> <tr> <td>Termination Date</td> <td>Status change from ANY to Terminated or Severance indicator</td> </tr> </table>	Termination Date	Status change from ANY to Terminated	Transfer Date	Change in eligibility	Status Change Date	Change in location, promotion to EXEC, Union to NONU, etc.	Termination Date	Status change from ANY to Terminated or Employee Death indicator	Termination Date	Status change from ANY to Terminated or Severance indicator
Termination Date	Status change from ANY to Terminated										
Transfer Date	Change in eligibility										
Status Change Date	Change in location, promotion to EXEC, Union to NONU, etc.										
Termination Date	Status change from ANY to Terminated or Employee Death indicator										
Termination Date	Status change from ANY to Terminated or Severance indicator										
Administrative Adjustments											
This event should NOT be used to complete actions that are COBRA eligible.											
This event does not trigger a Qualifying Event notice and could lead to non-compliance if used incorrectly. Client administrators should only use this event when taking non-COBRA actions such as updating rates or adjusting non-COBRA eligible benefits. For COBRA eligible changes, the appropriate new hire, termination or other COBRA eligible event should be utilized.											
Leave of Absence											
Recommend having at least two Leave of Absence (LOA) events: one event that includes loss of coverage (QE required), and another event that does not include loss of coverage.											
Full-Time/Part-Time											

Like LOA, recommend having two events: one event that includes loss of coverage (QE required), and another that does not include loss of coverage.

Terminations

Recommend setting up events dedicated to each termination type. All terminations will be configured as QE eligible unless Client identifies in writing other rules for configuration. See examples below:

	Employee Death	Census must be set up to transmit with date of death and an indicator to differentiate from normal termination
	Severances	Census must include a severance date separate from the termination date should the employer choose to extend active benefits past termination date

Severances

Two scenarios are available:

1. Employee terminates employment, but Employer keeps Employee enrolled under active Employer-group benefits through an extended date. Severance period is not counted against Employee's total 18-months of COBRA. In order to accommodate this, the Client must transmit the Severance date separate from the Termination Date.
2. Employee terminates employment, Employer terminates Employee's benefits as of termination date, Employer offers company-paid COBRA benefits. COBRA Begin Date/18-months starts counting immediately. The Client is responsible for notifying the COBRA Administrator of the company-paid COBRA agreement and specifics of the agreement.

Inactivating Prior Plan Years

Prior plan years will be inactivated within 45 days of the plan year end date. At that point, eBenefits' COBRA Initial Notice and Qualifying Event monitoring will transition to focus on the new plan year. Any subsequent retroactive enrollment changes made in the prior plan year will no longer be monitored for COBRA compliance by eBenefits. After this, the Client must notify the COBRA Administrator directly, in writing, if any enrollment changes made in the prior plan year result in termination or other COBRA-eligible losses of coverage.

Please note, retroactive Qualifying Event-eligible terminations effective prior to the end of the plan year or earlier could result in failure to provide a timely QE notice. By permitting retroactive terminations, the Client may encounter COBRA compliance difficulties.

Changes That Impact COBRA

Client must notify eBenefits when any of the following changes occur because they will impact COBRA transmission. The changes may also require the Client and eBenefits to modify the Client Build so the changes can be properly configured and implemented.

- Adding eligibility groups
- Adding Plans
- Adding carriers
- Adding events

Schedule 4 – Affordable Care Act Services (ACA) and State Mandate Services

Affordable Care Act (ACA) Services⁴ - Optional Services		
<p>The ACA Compliance Suite uses industry-leading benefits technology to deliver a single source solution to help you maintain compliance, now and into the future.</p> <p><u>ACA Status Tracker</u> - A tool that tracks the work time of variable-hour employees and calculates their benefits eligibility throughout the year. Optional Service</p> <p><u>IRC Section 6055/6056 Compliance and 1095/1094 B/C Fulfillment</u> – Provides reporting required by the IRS by filing an information return with the IRS and furnishing a statement to individuals. This service includes data storage, reporting, and IRS transmittal.</p> <p><u>1095-B/C and Exchange Notice Fulfillment</u> – Provides print or electronic statements to individuals.</p> <p><u>ACA Appeals Support</u> – Supports clients as you respond to inquiries.</p>		
SERVICES	OWNER	
Category	EBenefits or EBenefits System	Client/Employer or Client's/Employer's Vendor (Third-Party)
<p>1. ACA Status Tracker</p>	<p><u>Setup</u></p> <ul style="list-style-type: none"> Populate ACA Status Tracker setup worksheets and file specifications Configure the System based on Client's rules <p><u>Processing & Reporting</u></p> <ul style="list-style-type: none"> Process eligibility data (hours) beginning with the start of the measurement period Process ongoing eligibility data (hours) Identify employee FTE status based on definitions outlined by legislation and guidelines issued by government agencies (i.e., Employer Shared Responsibility Final Regulations (79 FR 8543), IRS, Dept. of Revenue, Dept. Of Health and Human Services) as well as EBenefits-defined rules Calculate benefits eligibility based on client's plan rules Notify the member of changes to eligibility status Identify errors from import processing and review Resolve errors identified Document resolution in company/employee level case Provide standard reporting (i.e., Average Hours Report and ACA Status Tracker Analytics) 	<p><u>Setup</u></p> <ul style="list-style-type: none"> Provide plan and eligibility rules associated with the determination of eligibility, including: <ul style="list-style-type: none"> Employment status (i.e., protected leaves, rehire, collectively bargained, transfers), hours, effective dates Confirmation, by plan, that plans meet the definition of Minimum Essential Coverage Initial and Standard Measurement, Stability, and Administration periods Sources for data Ongoing changes to defined criteria Provide accurate and complete data in EBenefits' standard data and file format for each month by the 2nd of the following month (i.e., January data by February 2nd). <p><u>Processing</u></p> <ul style="list-style-type: none"> Timely resolution of identified errors.
<p>2. 6055/6056 Compliance – Data</p>	<p><u>Set-up</u></p> <ul style="list-style-type: none"> Configure the system based on defined rules Ingest data 	<p><u>Set-up</u></p> <ul style="list-style-type: none"> Provide EBenefits-defined rules, including:

⁴ All data required for ACA Services shall be provided to EBenefits in EBenefits' standard data and file format for each month by the 2nd of the following month (i.e., January data by February 2nd). For any month's data not provided by the 2nd of the following month, the system will not automatically derive the codes, and Client must review to ensure there are no changes from the preceding month(s). Additional fees may apply if data cannot be supplied in EBenefits' preferred format.

<p>Storage, Reporting & Transmittal</p>	<ul style="list-style-type: none"> • Provide monthly storage of the data identifying the offer of health coverage to enrollment for all covered individuals <p><u>Processing</u></p> <ul style="list-style-type: none"> • Calculate Safe Harbor codes (i.e., information requested on Lines 14 and 16 of IRS Form 1095 B/C) based on client data and per client-provided plan rules. • Submit approved 1094 B/C data for all employees and dependents via the IRS-prescribed electronic filing format⁵ by the IRS deadline • Review errors from the transmittal process and make corrections, as deemed necessary 	<ul style="list-style-type: none"> ○ Populations for inclusion in reporting (i.e., employees, COBRA, and/or Retirees, non-union, union) ○ IRS form(s) (1095-B or 1095-C) to be provided for each population ○ Applicable Large Employer Member (ALE) information (i.e., top 30 FEINs by employee count if filing as an Aggregated Employer) ○ FEIN(s) ○ Safe Harbor Affordability Option ○ Applicable certification of eligibility (Qualifying Offer or 98% Offer Method) ○ Minimum Essential Coverage offering • Provide plan and eligibility rules associated with the determination of eligibility, including: <ul style="list-style-type: none"> ○ Included employment status (i.e., protected leaves, rehire, collectively bargained, transfers), hours, effective dates • Confirmation, by plan, that plans meet the definition of Minimum Essential Coverage • Confirmation of plan affordability determination • Provide accurate and complete data in EBenefits' standard data and file format for each month by the 2nd of the following month (i.e., January data by February 2nd) • Provide demographic data (i.e., SSN/TIN, Name, address, date of birth, etc.) for populations where EBenefits is not the system of record <ul style="list-style-type: none"> ○ (i.e., active employee indicative data where HRIS is the system of record)⁶
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⁵ A health coverage provider required to file 250 or more Forms 1095-B or 250 or more Forms 1095-C during the calendar year must file the returns electronically. The 250-return threshold applies separately to each type of return required to be filed. Only Forms 1095-B or 1095-C are counted in applying the 250-return threshold for Section 6055 reporting. However, if the 250-return threshold applies, Forms 1094-B and 1094-C also must be filed electronically. A provider that is required to file fewer than 250 Forms 1095-B or Forms 1095-C may file on paper or electronically.

For a given Applicable Large Employer (ALE), the IRS may require each FEIN to transmit on a separate file. Please see your tax advisor or tax attorney to advise if multiple FEIN transmissions are based on your legal tax structure. EBenefits or its Vendor's 1094-B/C transmittal service assumes one FEIN per file; one FEIN may result in multiple files if exceeding the IRS limit of 100M (10,000 records) (Additional fees may apply).

Fee charged per successful data transmission. Additional fees may apply if employer data errors require a "corrected" file.

⁶ A taxpayer Identification Number (TIN) may be provided instead of an SSN for covered individuals other than the employees listed in Part I. If EBenefits is not provided the employee's SSN and/or the SSNs of all covered individuals by Customer, the IRS may need help to match the Form 1095-C to determine that the employee and the other covered individuals have complied with the Individual shared responsibility provision.

		<ul style="list-style-type: none"> ○ Provide demographic data for all participants for covered individuals for which EBenefits is the system of record (i.e., dependents) ○ Provide data required to support reporting (i.e., the offer of health coverage, enrollment date, plan cost) for included populations not administered via EBenefits (i.e., members of multi-employer plan, retirees) ○ Provide the FTE status for each employee, by month⁷ ● Provide any undetermined offer and Safe Harbor codes (i.e., information requested on Lines 14 and 16 of IRS Form 1095 C). ● Provide confirmation(s) of all information, including offer and Safe Harbor codes (i.e., information requested on Lines 14 and 16 of IRS Form 1095 C), before transmittal to the IRS. ● Review and confirm Safe Harbor Codes (i.e., information requested on Lines 14 and 16 of IRS Form 1095 C) for all months.
<p>3. 1095 B/C & Exchange Notice Fulfillment⁸</p>	<p><u>IRS Form 1095 B/C Employer Fulfillment⁹</u></p> <ul style="list-style-type: none"> ● Generate IRS Form 1095 B/C using client approved data by the designated IRS deadline ● Provide Form 1095 B/C to the address of record of the employee/participant¹⁰ or via electronic delivery¹¹ to the employee/participant as elected by the employee. <p><u>ACA Notice of Exchange</u></p> <ul style="list-style-type: none"> ● Notify the member, within 14 days of starting data based on guidelines provided by the Fair Labor Standards Act, of coverage through public health insurance exchanges. ● Notice of Exchange will be available electronically according to 29 CFR 2520.10b-1(c). 	<ul style="list-style-type: none"> ● Approve final data.

⁷ Data to be supplied in standard EBenefits file format.

⁸ Printing and fulfillment are pass-through costs.

⁹ Available if contracted for Service under 6055/6056 Compliance – Data Storage, Reporting & Transmittal only.

¹⁰ Employers are required to furnish Form 1095-B/C only to the employee. As the recipient of Form 1095-B/C, the employee is responsible for providing a copy to any family members covered under a self-insured employer-sponsored plan listed in Part III of the form if they request it for their records.

¹¹ Electronic delivery option is only available for employees who consent to the specific electronic opt-in as defined by IRS regulations. This service option is only available to employees of customers with Core Benefits Administration services.

4. ACA Appeals Support	<u>ACA Appeals Support¹²</u> <ul style="list-style-type: none">• Confirm and provide plan eligibility and enrollment data in support of IRS inquiry, including:• Eligibility for employer-sponsored coverage during a given month.• ACA 1095 B/C codes provided to the IRS• Any other pertinent data needed to formulate a response to the IRS captured in the system.	<u>ACA Appeals Support¹³</u> <ul style="list-style-type: none">• Provide notice of request for information by the IRS along with the required timeframe for response.
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¹² Support provided for research on IRS correspondence (i.e., 226J letters).

¹³ Support provided for research on IRS correspondence (i.e., 226J letters).

State Mandate Support – Optional Services		
<p>EBenefits offers state mandate support for those contracted for ACA services. Services include CA, DC, NJ, and RI; details for the state of RI will be formalized following the release of guidance from the state. Support will be expanded based on state adoption and associated reporting requirements.</p>		
SERVICES	OWNER	
Category	EBenefits or EBenefits System	Client/Employer or Client's/Employer's Vendor (Third-Party)
	<p><u>Set-up</u></p> <ul style="list-style-type: none"> Based on requirements provided by Client, determine applicability to the client's plan (system). Based on requirements provided by Client, determine which notifications are required by state (system). Configure the system based on state regulations Generate a file containing only those members for which the state mandates reporting applies¹⁴ <p><u>Processing</u></p> <ul style="list-style-type: none"> Create individual notices (if necessary)¹⁵ Transmit individual notices before the state-mandated deadlines. Transmit the file to the state before the state-mandated deadline. Obtain response files and store state-specific error logs/individual feedback. Transmit subsequent files for corrections for those members residing in the state during the year, if necessary. Provide tracking of state-specific transmission and counts in the EBenefits system. 	<p><u>Set-up</u></p> <ul style="list-style-type: none"> Provide individual mandate requirements (by state) applicable to client's plan. Provide the participant notification requirements by state. For DC residents, the client will notify EBenefits of members meeting the withholding criteria, at least one month before submission, so an override can be applied to include the member in the reporting. <p><u>Processing</u></p> <ul style="list-style-type: none"> Review and approve all submissions by EBenefits' required deadlines.

¹⁴ The file includes any member with a partial or full year of residence for CA, NJ, and RI. DC includes any members with a partial or full year of residence, members with wages withheld, and files with DC if not a resident.

¹⁵ Individual notices are not currently required for the states of CA, NJ, DC, and RI; IRS 1095 B/C fulfillment satisfies the requirement.